

EMERGENCY FUNDING REQUEST

2025-26



Requested by: (Unit, Department, Division or Vice President)		Date to VP: February 19, 2026
Location	(Fill-in)	Reviewed By (Signature):
Department or Unit:	Maintenance and Operations	Daniel Madrigal <i>D.M.</i>
Division:	Admin Services	Outcome:
Vice President:	Joe Dominguez	

Budget Request(s)		Justification for Request(s)	Funding	
(List in Priority Order)		An "Emergency Funding Request" is a shortfall in funding that, unless funded immediately, could cause a program to cease to function.	Amount Requested**	Amount Approved
1.	Skyfold Partition Maintenance in Bldg. 410 Summit Event Center	The Skyfold operable partitions in the Summit Event Center (Building 410) require annual manufacturer-recommended maintenance to ensure safe and proper operation. Funding for this maintenance is not currently available within the Maintenance & Operations budget. The partitions are beginning to sag and are no longer sealing properly. As a result, sound transfer between event spaces has increased when rooms are scheduled simultaneously. If not addressed immediately, the system may become inoperable, which would significantly limit the functionality and flexibility of the Summit Event Center. The Summit Event Center is a high-demand, revenue-generating facility that supports campus events, instructional activities, large meetings, community rentals, and College-wide functions. The operable partitions are critical to dividing the space for concurrent use. Without properly functioning partitions: Simultaneous events cannot be held without disruption due to noise interference. Rental revenue opportunities may be reduced or lost. Campus programs may need to be relocated or canceled. Deferred maintenance may result in more costly repairs or full system replacement. Failure to fund this maintenance immediately could render portions of the facility unusable, directly impacting instructional operations, campus programming, and external revenue. This request is one-time for the current fiscal year; however, ongoing annual funding is necessary to prevent future operational disruption. A recurring funding request has already been submitted through the NRA process.	\$ 25,000.00	
	Account Number(s):	11900-621000- 651000-564500		
2.				
	Account Number(s):			

An Emergency Funding Request may only be used to request one-time funds. To request ongoing funds, please refer to the *Budget Development Guide - New Resource Allocations*. ** The amount requested should include all ancillary costs, such as sales tax, shipping fees, etc. Please provide supporting documentation such as price quotes from a vendor, a copy of a catalog, etc.



November 21, 2025

Mt SAC
Attention: Daniel Madrigal
1100 North Grand Avenue
Walnut, CA 91789

RE: Mt SAC 3rd floor
100 North Grand Ave
Walnut, CA 91789

Dear Daniel:

Partition Specialties, Inc. (PSI) proposes to service the 5 existing Skyfold operable walls on the 3rd floor (C01, E01, F01, D01, D02) for the above referenced project according to the scope of work as outlined below for the sum of: **\$23,576.00**

Scope of Work:

- Standard annual service, inspect and adjust upper and lower limits, inspect lifting cables, drums, bearings, sheaves (pulleys), couplings tie-offs, and other rigging hardware inspect lifting motor gear box, inspect electromagnetic brake, inspect hydraulic checking device for proper operating pressure.
- Reattach panel insulation

Clarifications:

- Unless otherwise noted, price is based on service/repair during normal working hours. M-F 5AM-5PM excluding holidays
- Any parts that need to be ordered will require another site visit and additional charges
- Price is based on PSI having clear access to work area
- Each trip to be billed separately

Exclusions:

Permits, fees and change effected by governmental agencies, if applicable.



This proposal remains in effect for thirty days unless otherwise noted. **Payment due upon completion of the scope of work outlined above.** This proposal is subject to our terms and conditions included below. If you do not have a copy of the terms and conditions, please contact us and a copy will be sent to you. All of the terms in this proposal shall be deemed accepted by Partition Specialties, Inc. commencing work, the issuance of a letter of intent, or any instructions to Partition Specialties, Inc. to proceed with work by the Purchaser.

The above is our entire proposal. If this meets with your approval, please indicate your acceptance by signing below.

Thank you for the opportunity to quote this project. If we can be of any further assistance please contact us.

Sincerely,
 Brian Martin
 12342 McCann Drive
 Santa Fe Springs, CA 90670
 Phone: (562) 404-5000
 Email: bmartin@psi3g.com

Accepted by: _____ . **Firm:** _____ . **Date:** _____ .
Authorized Signer

Billing Address: _____

Telephone #: _____ **Purchase Order #:** _____

Accepted by PSI: _____ . **Date:** _____ .
Authorized Signer

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale constitute an agreement between Purchaser and Partition Specialties, Inc. ("Seller"). In the event the parties agree to sign a subsequent agreement or purchase order, the conditions herein shall be deemed incorporated into any such agreement and shall supersede and control any ambiguous or inconsistent terms. No other documents from Purchaser, including, without limitation, the prime contract, shall be included in any agreement between the parties unless expressly agreed to in writing by Seller.

1. ACCEPTANCE. All orders for merchandise and/or services to be sold or provided by Seller, unless based upon a written proposal from Seller, are subject to acceptance by Seller.

2. QUOTATIONS AND ORDERS. Unless otherwise specified, quotations are for information only and are not intended as an offer, and are subject to change in all respects without prior notice. Orders based on this Proposal will be billed at the prices set forth therein. Merchandise prices and charges apply only to the specific quantities, specifications and delivery schedules set forth in the Proposal. Any changes requested in the quantity, specifications, or delivery schedule subsequent to Purchaser's acceptance of the Proposal may require an adjustment in prices and charges and shall only be effective upon Seller's acceptance of a written change order reflecting any adjustment in prices or charges signed by Purchaser. All orders requiring fabrication must be submitted in writing with clear dimensions indicated. No verbal orders will be processed until this information is submitted in writing to Seller.

3. SHIPMENT AND DELIVERY. All prices are f.o.b. place of shipment and do not include applicable taxes. Delivery of any merchandise by Seller to the possession of the carrier should be considered delivery to Purchaser. Unless instructed on shipping method, amount of insurance coverage and carrier, Seller will use its sole discretion, without responsibility on Seller's part. All expenses of delivery shall be borne by Purchaser. Seller reserves the right to make partial deliveries and the payment terms herein apply to each such shipment as made. Seller may at any time decline to make additional deliveries if Purchaser is delinquent in payments for prior deliveries. Shipping and delivery dates are approximate and based on prompt receipt by Seller at its offices of all necessary information, including, if applicable, final agreement on detailed specifications. Purchaser shall not rely upon delivery dates provided by Seller as they are estimated time frames only.

4. RISK OF LOSS, TITLE AND SECURITY INTEREST. Risk of loss of merchandise to be installed by Seller will shift from Seller to Purchaser upon delivery to the jobsite. Purchaser shall have the obligation to provide temporary heat and weather protection as required to protect any work performed by Seller. Purchaser shall also provide protection for all of Seller's work in place. Seller shall maintain an insurable interest and a purchase money security interest in the merchandise until payment in full is made therefore. Purchaser agrees to sign and deliver to Seller one or more UCC-1 Financing Statements to perfect such security interest promptly upon written request from Seller.

5. TAXES. Applicable prices are net of sales and excise taxes and other charges now existing or hereafter imposed by federal, state, or municipal authorities upon the merchandise purchased, or the production, sale, distribution, or delivery thereof. Purchaser shall be liable for such applicable taxes and charges whether levied or assessed against Seller, Purchaser or the merchandise.

6. PAYMENT; SERVICE CHARGE ON PAST-DUE AMOUNTS. Payment is due upon material delivery or when services are provided but no later than 30 days after delivery or per agreed upon terms, subject to the provisions herein. No retention shall be withheld. Seller reserves the right to require immediate payment if Purchaser ceases doing business, terminates its existence or enters into liquidation; has proceedings instituted against it relating to bankruptcy or insolvency. Any late payments shall immediately accrue services charges at the rate of one and one-half percent per month. If payment is not made within ten days of due date, Seller may cease providing services and material and shall not be required to recommence delivery of services or material once payment is made.

7. ERRORS. Seller reserves the right to correct all typographical or clerical errors which may be present in the prices or specifications in any quotation, purchase order or acceptance of purchase order.

8. CANCELLATION AND RETURNS. Purchaser may cancel its order only by written notice actually received by Seller prior to shipment or commencement of Seller's work described in the Proposal. Purchaser's right to cancel orders for fabricated materials shall be conditioned upon its payment of a cancellation charge equal to Seller's actual Direct Expenses attributable to the order, plus an additional 15% of the total amount of the order, with the minimum charges on cancellation to be no less than 25% of the order amount. As used herein, "Direct Expenses" shall be the costs of materials and/or parts purchased or manufactured by Seller in anticipation of completing the goods, plus actual manufacturing costs of the goods, but

excluding overhead or profit. No cancellation charges shall be assessed on cancellations for non-fabricated materials. For all returned merchandise accepted by Seller including non-fabricated materials, Seller shall be entitled to assess a 25% restocking charge. No credit for returns shall be granted by Seller without its prior written authorization. Only unused merchandise in original condition shall be accepted for return credit.

9. DELAYS, DAMAGES. Every effort will be made to deliver goods and perform services as promised. Seller shall not, however, be liable for nonperformance, delay, loss of or damage to the merchandise or service performed, in whole or in part, by any cause beyond Seller's reasonable control, such as labor troubles, riots, public disturbance, fires, acts of God, inability to obtain shipping space, embargoes, government intervention or controls, breakdown of or nonreceipt or delay in receipt of machinery, equipment, materials or supplies or other causes affecting Seller, its operating facilities or its sources of supply, whether such cause be specifically mentioned herein or not. **All claims for loss or damage shall be deemed waived unless presented in writing to Seller within 10 days after delivery or performance of service. In no event shall Seller be liable for special or consequential damages.** In no event shall Seller be responsible for delay damages in an amount greater than 10% of its base contract. Purchaser shall not perform or cause to be performed any corrective work, or back charge Seller without first providing Seller with at least 3 working days written notice of the alleged deficiency and reasonable opportunity to perform the corrective work.

10. CUSTOMER'S INSPECTION. All claims for loss or damage in transit must be made against carrier by Purchaser. All claims for which Seller would be responsible will not be recognized unless a detailed written notice shall be furnished to Seller promptly after delivery and/or installation. Seller will not assume any responsibility for the cost of replacement or repairs made without Seller's prior written consent.

11. SELLER'S REMEDIES. In the event Purchaser fails to pay the purchase price herein specified, and/or any other charges payable by it hereunder, Seller shall, in addition to all other remedies provided by law or in equity, be entitled to enter upon any premises where the merchandise may then be and may take same, either with or without legal process but without breach of the peace. Upon any such retaking, Seller shall have the right to resell the same for the account of Purchaser at a private sale or otherwise, upon no less than five days prior written notice to Purchaser, and upon any such resale may repurchase such merchandise. The purchase prices obtained upon such resale shall be applied first to the payment of all expenses of retaking and resale, including Seller's attorney's fees, then to the payment of service charges running on the unpaid balance as provided herein, and then to the payment of any balance of the purchase price remaining due from Purchaser. Any remaining deficiency shall be paid by Purchaser in full upon demand.

12. NONCONFORMING MERCHANDISE. Purchaser shall notify Seller in writing within five days of receipt from Seller of any nonconforming merchandise or within five days of nonconforming installation by Seller. Purchaser's acceptance of any nonconforming merchandise or installation shall constitute a waiver by Purchaser of any specification requirements for such merchandise or installation. No merchandise shall be accepted for return and/or credit by Seller without such prior written notice and the prior written consent of Seller, which shall not be unreasonably withheld.

13. PROGRESS OF WORK AND ORDER OF PERFORMANCE. Purchaser shall cooperate with Seller and others engaged in the work on the project and shall coordinate Seller's work with that of all others so as to facilitate the efficient, timely completion of Seller's work. If performance of any item of Seller's work is related to or dependent upon any other item of work performed or materials furnished by others, Purchaser warrants by requesting Seller to perform work, that such other items are satisfactory and acceptable, and waives all claims against Seller for damages resulting from any defects therein. In the course of Seller performing its work, storage of any equipment and/or material shall be at the expense and risk, if any, of Purchaser.

14. TEMPORARY SITE FACILITIES. Although an obligation of Purchaser, if Seller elects to furnish and install the following (the enumeration of which is not all inclusive) in connection with performing its work, it shall be done at Purchaser's expense, which shall be in addition to the prices set forth in this Proposal:

- a. Equipment for hoisting Seller's employees and materials;
- b. Scaffolding required for Seller's work;
- c. Site storage and office facilities for Seller's material, equipment, and personnel;
- d. Temporary heat and weather protection as required to protect the work; and
- e. Protection for all of Seller's material and work in place.

15. SAFETY PROVISIONS.

a. Purchaser shall comply fully with all laws, orders, citations, rules, regulations, and statutes with respect to occupational safety, accident prevention, and safety

equipment and practices. Purchaser shall conduct inspections to determine that safe working conditions and equipment exist and Purchaser assumes sole responsibility for providing a safe place for Seller's employees to perform any work required by Seller under this Proposal, for the adequacy of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

b. Purchaser shall indemnify, defend, and save harmless Seller, its shareholders, directors, officers, agents, and employees from any claim, citation, suit, penalty, damage, liability, loss, cost and expense, including attorneys' fees, arising from any failure or alleged failure of Purchaser to comply with any law, order, citation, rule, regulation, standard, or statute in any way relating to the occupational health or safety of any employees, unless caused by the sole negligence or willful misconduct of Seller, its agents and servants. Seller shall not be obligated to handle, remove, or to be exposed to hazardous or toxic material or waste, e.g., asbestos, PCB's, petroleum products, lead or heavy metals, poisons, etc. If Seller by agreement or inadvertence, performs work connected to hazardous material, Purchasers shall, indemnify, hold harmless, and defend Seller from any claims, demands, costs, or liabilities in any way related to hazardous material at the site, regardless of any fault or negligence by Seller, whether active or passive, except that Purchaser shall not indemnify Seller for its sole negligence or willful misconduct. Seller shall not be deemed a generator, transporter, disposer, conveyer, or operator of any hazardous material.

16. INDEMNITY. Purchaser shall indemnify, defend, and save harmless Seller, its shareholders, directors, officers and employees, from and against any and all claims, debts, demands, damages (including direct, liquidated, consequential, incidental, or other damages), judgments, awards, losses, liabilities, interests, attorneys' fees, costs, expenses of litigation, and other expenses of whatsoever kind or nature at any time arising out of any failure of Purchaser to perform any of the terms and conditions set forth in this Proposal or which are in any manner directly or indirectly caused or occasioned by, or contributed to, by any act, omission, fault, or negligence, whether active or passive, of Purchaser or anyone

active under his direction or control, or on his behalf in connection with or incidental to Seller's work, even though the same act may have resulted from the joint, concurrent, or contributory act, omission, or negligence, whether active or passive, its agents or servants.

17. LITIGATION EXPENSE. If any party shall bring an action against any other party related in any way to work or material provided thereto, the prevailing party in such suit shall be entitled to attorneys' fees, experts' fees, and costs.

18. APPLICABLE LAW. This Proposal shall be governed by and construed in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely within the State of California.

19. LIMITED WARRANTIES. Seller makes no express warranties and disclaims any warranties of merchantability, fitness for a particular purpose, or any other statutory and implied warranties related to products supplied and/or service performed in connection with any work performed by Seller. In no event shall Seller be liable for special or consequential damages which result from any work performed by Seller or from materials furnished by Seller.

20. MODIFICATION. No waiver, alteration or modification of any of the provisions hereof or of the provisions of any contract arising hereby shall be binding on Seller unless in writing and signed by Purchaser and an authorized home office representative of Seller.

21. WAIVER. The waiver by Seller of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

22. NOTICES. Any notice or claim required or permitted to be given by these terms and conditions of sale shall be deemed to be given when actually received by the appropriate recipient thereof at the addresses set forth in the Proposal.

23. PERMITS AND FEES. All permits and fees shall be the obligation of Purchaser.





CREDIT CARD PAYMENT FORM

Fax: (415) 898-5829

Date _____

Customer Name _____

Telephone # _____ **FAX #** _____

Name of Purchaser _____

Description of purchase: _____

Credit Card Type:

MasterCard _____ VISA _____ *AMEX not accepted

Credit Card # _____ **Expiration Date** _____

CVV # _____ **Printed in signature strip on back of card.**

(This code protects cardholder from unauthorized use.)

Name of Cardholder _____

Billing Address _____

City, State, Zip _____

Telephone _____ **FAX #** _____

Corporate Card? _____ **YES** _____ **NO** _____ **If yes, 4 digit customer code** _____

TOTAL \$ _____

AGREEMENT: I hereby authorize PSI to charge my credit card account for the purchase indicated above. (Typed signatures are not accepted)

Signature _____ ***Date*** _____

Receipt: If required, please indicate whether the receipt should be emailed, mailed or faxed.

Send receipt to _____

Fax # _____

Attention _____

Office Use Only:

Job # _____ **Job Name** _____ **Customer #** _____

November 21, 2025

Mt SAC

Mt SAC 3rd floor

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