

CITY OF FAIRFIELD

P.O. NUMBER: SC 10536

SHIP TO: Sports Center
W Texas/5th St Allan Witt Park
Fairfield CA 94533

VENDOR NO: B9201

SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: BUCKNER KATHY
450 MEEHAN CT
SUISUN CITY CA 94585-4148

PURCHASING COPY

PURCHASE ORDER

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1	200,000	EA	1.00	200,000.00	The purchase of goods and services is limited to the current adjusted maximum unit cost. Please contact the Purchasing Officer for the currently adjusted maximum.
TOTAL:				\$200,000.00	
				TERMS:	NET 30

AUTHORIZED PURCHASING SIGNATURE:

Wade Brown

DATE

15/04/16

SPECIAL PURCHASE ORDER INSTRUCTIONS:

1. For any information concerning this order contact purchasing division at (707) 428-7596
2. List Purchase Order number on all shipments and invoices.
3. Delivery of merchandise is considered acceptance of unit price as stated.
4. Prices considered F.O.B. Fairfield, CA unless stated otherwise. Freight collect shipments are not accepted.

INVOICE IN TRIPLICATE TO:

CITY OF FAIRFIELD
ACCOUNTS PAYABLE
1000 WEBSTER STREET
FAIRFIELD, CA 94533-4883

The seller hereby affirms that it shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, physical handicap, or age. Violation of this clause may cause for refusing to accept delivery of any such goods and/or services from the seller until the seller complies with said provision.

CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of February 18, 2015 by and between the City of Fairfield ("the CITY") and Kathy Buckner ("SERVICE PROVIDER").

SCOPE OF SERVICE: SERVICE PROVIDER agrees to perform the following work as needed: CONSULTANT shall perform as instructor for the Home Economic, Cooking, Sewing and Arts and Crafts Classes, including planning, preparation, and implementation:

- A. CONSULTANT shall arrive 5-10 minutes early to prepare for lesson.
- B. CONSULTANT shall follow session schedule as outlined or give timely notice in the event of any changes.
- C. CONSULTANT shall plan for possible participation in CITY sponsored events.
- D. CONSULTANT shall be responsible for maintaining art materials such as pencils, paper, rulers, drawing pads, etc

*SV 10530
39201*

1. PAYMENTS.

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified below:
- b. 60 percent of the participant registration fees from each registered participant that is collected for instruction and/or services identified in Scope of Services A exclusive of any non-resident fees, facility entrance, pool use, tennis court night lights, and/or publicity fees where charged
- c. Payment shall be made to SERVICE PROVIDER on a time and materials basis, and the PROGRAM COORDINATOR shall submit monthly invoices to the City for the same.
- d. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and SERVICE PROVIDER.

2. INSURANCE.

- a. **WORKERS' COMPENSATION.** During the term of this Agreement, SERVICE PROVIDER shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SERVICE PROVIDER may have for workers' compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.
- b. **GENERAL LIABILITY INSURANCE.** SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of \$ 1,000,000 per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- c. **AUTOMOBILE LIABILITY INSURANCE.** SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of \$ 1,000,000 per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- d. **CERTIFICATES OF INSURANCE.** SERVICE PROVIDER shall file with CITY'S Director of Community Services upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the Director of Community Services prior to the effective date of such cancellation, or change in coverage.
- e. SERVICE PROVIDER shall file with the Director of Community Services concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

- 3. **INDEMNIFY AND HOLD HARMLESS.** SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the SERVICE PROVIDER or any person directly or indirectly employed by or acting as agent for SERVICE PROVIDER in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers

It is understood that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve SERVICE PROVIDER from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

4. LABOR AND WAGE CODE GUIDELINES

- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards
- b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at http://www.dir.ca.gov/DLSR/statistics_research.html select the appropriate wage decision and then collect the wage decision for Statewide, Northern California and Solano County). A copy of these wage rate determinations are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.
- c. In accordance with the provision of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

- 5. **BUSINESS LICENSE.** The CONSULTANT shall obtain a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707/428-7509).

- 6. **CANCELLATION.** This agreement may be canceled at any time by CITY for its convenience upon written notice to SERVICE PROVIDER: provided, however, that the SERVICE PROVIDER shall be entitled to receive full payment for all services performed and all costs incurred to the date of its receipt of written notice to cease work.

- 7. **COMPLETE AGREEMENT/AMENDMENT.** This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or changed except by a written agreement signed by both parties.

SERVICE PROVIDER

By: *Kathy Buckner*

City of Fairfield, a municipal corporation

By: *[Signature]*
04/21/15

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)		
Department/Division:	Community Resources/Aquatic Sports & Reservation	Date of Contract: February 18, 2015
Authorized by Res. No.:		Contract Expiration Date: open
Person Reviewing EDD Requirements:	Ron Collins	Phone: (707) 428-7676

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

.....
Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	Kathy Buckner
ADDRESS	450 Meehan Court
CITY, STATE, ZIP	Suisun, Ca 94585-4148

AND

BOX 2

4 BOX	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
•	SOLE PROPRIETORSHIP	466-06-1771
θ	PARTNERSHIP	
θ	LIMITED LIABILITY PARTNERSHIP	
θ	CORPORATION	
θ	LIMITED LIABILITY CORPORATION	
θ	NON-PROFIT CORPORATION	
θ	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

New: X
 Renewal:

STAPLE HERE

INSURANCE CHECKLIST

CONTRACTOR: Kathy Buckner DATE OF CONTRACT: April 1, 2015 P.O.# Open

DEPARTMENT: Community Resources/ASR Division STAFF PERSON & TELEPHONE NO: Ron Collins (707) 428-7676

DESCRIBE PROJECT / WORK: "Girls Can Do Fun Club"

Required? Yes No	Type of Insurance	Insurance Company Name and AM Best Rating	Policy Number	Expiration Date	Per Occurrence Insurance Limit	Endorsement Form		
						City	Other	Waived
X	Auto Liability	Mercury Insurance Group AM Best Rating: A+ Superior	0401 05 130072002	09/03/2015				
	Excess Liability							
	Workers' Compensation							
	Professional Liability							
	Sole Proprietor							

APPROVED: _____

DATE: April 1, 2015

Authorized Risk Management Signature

Betty-Lou
Woodhall

Digitally signed by Betty-Lou Woodhall
 DN: cn=Betty-Lou Woodhall, o=City of
 Fairfield, ou=Risk Management,
 email=fairfield_project@yahoo.com,
 c=US
 Date: 2015.04.02 06:43:37 -0400

CALIFORNIA AUTOMOBILE LIABILITY INSURANCE ID CARD
MERCURY INSURANCE
MERCURY INSURANCE

MERCURY
INSURANCE GROUP
AGENCY: GATEWAY PROFESSIONAL INS. (707) 446-8894
COMPANY
POLICY NUMBER 1 05 130072002
EFFECTIVE & EXPIRATION DATES 03/03/2015 09/03/2015
MAKE HONDA
VEHICLE IDENTIFICATION NUMBER 5FNRL18844B146570
3D INSURED RY BUCKNER
ADDITIONAL DRIVER(S) TER BUCKNER

TO REPORT A CLAIM, please call (800) 503-3724
occurs to ROADSIDE ASSISTANCE ONLY, please call (866) 519-6478
This insurance complies with CVC §16056 or §16500.5 NAIC# 27553

**, sold in half here **
545 W. Imperial Highway, Brea, CA 92621
**THE COVERAGE PROVIDED BY THIS POLICY MEETS THE
MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW**

IF YOU HAVE AN ACCIDENT

- Notify the police immediately.
- Capture the names, addresses, telephone numbers, driver license numbers and license plate numbers of all persons involved and of witnesses.
- Note any damage to other vehicles.
- Do not admit fault. Do not discuss the accident with anyone except your agent, Mercury or the police.
- Immediately report all claims to Mercury at (800) 503-3724.
- Take photos if possible.

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CALIFORNIA AUTOMOBILE LIABILITY INSURANCE ID CARD
MERCURY INSURANCE
MERCURY INSURANCE

MERCURY
INSURANCE GROUP
AGENCY: GATEWAY PROFESSIONAL INS. (707) 446-8894
COMPANY
POLICY NUMBER 0401 05 130072002
EFFECTIVE & EXPIRATION DATES 03/03/2015 09/03/2015
YEAR 2004 MAKE HONDA
VEHICLE IDENTIFICATION NUMBER 5FNRL18844B146570
NAMED INSURED KATHY BUCKNER
ADDITIONAL DRIVER(S) WALTER BUCKNER

TO REPORT A CLAIM, please call (800) 503-3724
For access to ROADSIDE ASSISTANCE ONLY, please call (866) 519-6478
This insurance complies with CVC §16056 or §16500.5 NAIC# 27553

**, sold in half here **
545 W. Imperial Highway, Brea, CA 92621
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- Notify the police immediately.
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Mercury Insurance Company (2)

A.M. Best #: 003574 NAIC #: 27553 FEIN #: 952848960

Mailing Address [View Additional Address Information](#)
P.O. Box 54600
Los Angeles, CA 90054
[United States](#)

Web: www.mercuryinsurance.com
Phone: 323-937-1060
Fax: 323-857-7116

Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Based on A.M. Best's analysis, [058411 - Mercury General Corporation](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating	View Definition
Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XIII (\$1.25 Billion to \$1.5 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 27, 2015
Initial Rating Date:	June 30, 1979

Best's Credit Rating Analyst
Rating Issued by: A.M. Best Company, Inc.
Senior Financial Analyst: Joel Silverthorn
Assistant Vice President: Gregory T. Williams

Disclosure Information
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[A.M. Best Affirms Ratings of Mercury General Corporation and Its Subsidiaries](#)
February 27, 2015

Long-Term Issuer Credit Rating	View Definition
Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 27, 2015
Initial Rating Date:	May 03, 2006

u Denotes Under Review Best's Rating

Reports and News

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[AMB Credit Report](#) - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 3/9/2015 (represents the latest significant change).

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Data Status: 2015 Best's Statement File - P/C, US Contains data compiled as of 3/31/2015 As Received.

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