

CITY OF FAIRFIELD

P.O. NOUMBER: SC 10231

VENDOR NO: A6530

SHIP TO: Community Center
1000 Kentucky Street
Fairfield CA 94533

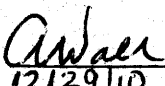
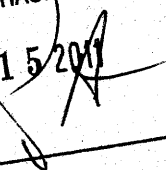
SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: LOPEZ JONATHAN
9854 DINO DR STE 4
ELK GROVE CA 95624-4095

DEPARTMENT COPY

PURCHASE ORDER

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1	1	EA	200,000.00	200,000.00	The purchasr of goods and services is limited to the currently adjusted maximum unit cost. Please contact the Purchasing Officer for the currently adjusted maximum.
TOTAL:			----- \$200,000.00		
TERMS: NET 30					
<div>Close Out</div> <div> 12/29/10 /Ann Wall</div> <div><div>ENTERED PURCHASING</div><div>MAR 15 2011</div><div>BY </div></div>					

AUTHORIZED PURCHASING SIGNATURE:



DATE

07/10/23

SPECIAL PURCHASE ORDER INSTRUCTIONS:

- For any information concerning this order contact purchasing division at (707) 428-7596
- List Purchase Order number on all shipments and invoices.
- Delivery of merchandise is considered acceptance of unit price as stated.
- 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 be cause for refusing to accept delivery of any such goods and/or services from the seller until the seller complies with said provision.

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PURCHASING COPY

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			TOTAL:	\$200,000.00	
				TERMS:	NET 30

AUTHORIZED PURCHASING SIGNATURE:

Wade Brown

DATE

07/10/23

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CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of August 11, 2006, by and between the City of Fairfield ("the CITY") and Real Magic ("SERVICE PROVIDER").

1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work: for the Red Ribbon Lock-In on Friday-Saturday, March 16-17, 2007. Service Provider to deliver, setup, and takedown of necessary equipment/props/etc. for entertainment at the Red Ribbon Lock-In. Service Provider will provide as follows: (1) one cash cube for all night usage, (2) a balloon artist from 11:00 p.m. to 2:00 a.m., and (3) a balloon artist from 12:00 a.m. to 3:00 a.m.

2. PAYMENTS

- The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified below: \$1,300.00.
- Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit monthly invoices to the Community Services Department for the same.
- Any additional meetings or work required beyond that set forth in Scope of Service or Exhibit "A" shall be mutually agreed to by the CITY and SERVICE PROVIDER, and shall be billed on a time and materials basis to the Community Services Department.

3. INSURANCE

- 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 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.
 - 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.
 - 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.
 - CERTIFICATES OF INSURANCE.** SERVICE PROVIDER shall file with CITY'S Director of Community Services Department 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 Department prior to the effective date of such cancellation, or change in coverage.
 - SERVICE PROVIDER.** Shall file with the Director of Community Services Department concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.
4. **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.

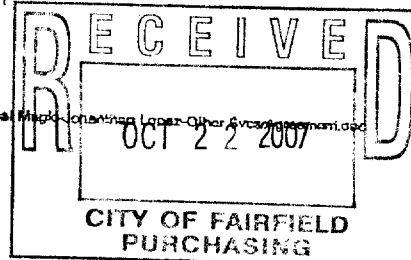
5. LABOR AND WAGE CODE GUIDELINES

Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards:

- 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 for 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.
- 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.
- 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. No payments shall be made to any CONSULTANT 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).
- 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.
- 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.

City of Fairfield, a municipal corporation

SERVICE PROVIDER



ENTERED
PURCHASING

OCT 2 8 2007

BY

EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following.

ase complete the following: (To be complete by the department)

Department/Division: <u>Community Services/Youth Activities</u>	Date of Contract: <u>August 11, 2006</u>
Authorized by Res. No.: _____	Contract Expiration Date: <u>Open</u>
Person Reviewing EDD Requirements: <u>Ann Wall</u>	Phone: <u>(707) 428-7740</u>

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	Jonathan Lopez
ADDRESS	9854 Dino Drive, Suite 4
CITY, STATE, ZIP	Elk Grove, California 95624-4095

AND

BOX 2

✓ BOX	TYPE OF BUSINESS		SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input checked="" type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	Name in box #1 must match SSN 571-65-6314
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input type="checkbox"/>	CORPORATION	TIN	
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	TIN	

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

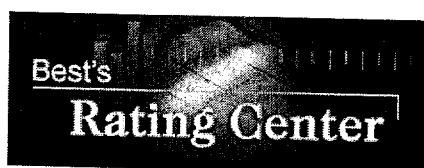
New: ☐
Renewal: ☒

INSURANCE CHECKLIST

CONTRACTOR: Jonathan Lopez DATE OF CONTRACT: August 11, 2006
 DEPARTMENT: Community Services/Youth Activities STAFF PERSON & TELEPHONE NO: Heather Sanderson, x7660
 DESCRIBE PROJECT / WORK: Entertainment and props for special events

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
<input checked="" type="checkbox"/>	General Liability	Praetorian Insurance Company, A-IX	P0030GL000125-00	05/01/2008	\$1,000,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Auto Liability	<i>Statutory</i>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Excess Liability					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Workers' Compensation	<i>Statutory</i>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Professional Liability					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED: *J. Hernandez* DATE: 10/15/07
 Authorized Risk Management Signature



Rating Center
Rating Methodology
Industry Research
Ratings Definitions
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Country Risk
How to Get Rated
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Praetorian Insurance Company

(a member of QBE Americas Group)

A.M. Best #: 02643 NAIC #: 37257 FEIN #: 363030511

Address: 500 Park Boulevard, Suite 1350
Itasca, IL 60143

Phone: 212-805-9700

Fax: 212-805-9800

Web: www.qbeamericas.com

Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.

Print this page



Best's Ratings

Financial Strength Ratings [View Definitions](#)Rating: **A- (Excellent)**Affiliation Code: **g (Group)**Financial Size Category: **IX** (\$250 Million to \$500 Million)Outlook: **Stable**Action: **Affirmed**Effective Date: **September 06, 2007****Issuer Credit Ratings** [View Definitions](#)Long-Term: **a-**Outlook: **Stable**Action: **Affirmed**Date: **September 06, 2007*** Denotes [Under Review Best's Ratings](#)

Reports and News

Visit our NewsRoom for the latest [news](#) and [press releases](#) for this company and its A.M. Best Group.**Best's Company Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.**Report Revision Date:** 09/06/2007 (represents the latest significant change).Historical Reports are available in [Best's Company Report Archive](#).**Best's Executive Summary Reports (Financial Overview)** - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.**Data Status:** 2007 Best's Statement File - P/C, US. Contains data compiled as of 9/19/2007 (Quality Cross Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

**AMB Credit Report - Business Professional** - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.**Data Status:** Contains data compiled as of 9/19/2007 (Quality Cross Checked).**Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.**Data Status:** 2006 Financial Data (Quality Cross Checked).

Financial and Analytical Products

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2007

PRODUCER (610)868-8507 FAX (610)868-7604

Hampson Mowrer Kreitz Agency
54 S. Commerce Way, Suite 150
Bethlehem, PA 18017THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED World Clown Association and
Jonathan Lopez
9854 Dina Drive, Ste #4
Elk Grove CA 95624

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Praetorian Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	P0030GL000125-00	05/01/2007	05/01/2008	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 50,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person)				\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY				\$ 1,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured, per form CG 20 26 11 85: City of Fairfield, its agents, officers and employees

Community Service Dept

Effective Date: 10/12/2007

CERTIFICATE HOLDER

City of Fairfield
Attn: Heather Sanderson
1000 Webster Street
Fairfield, CA 94533

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Goldsmith/KAR

Timothy Goldsmith

POLICY NUMBER: P0030GL000125-00 (WCA)

COMMERCIAL GENERAL LIABILITY
Praetorian Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: "All Persons or Organizations, as per Certificate of Insurance issued and filed with Insurance Company"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.