

CITY OF FAIRFIELD

P.O. NUMBER: SC 10215

SHIP TO: Community Center
1000 Kentucky Street
Fairfield CA 94533

VENDOR NO: B1132

SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN
CONFIRMING

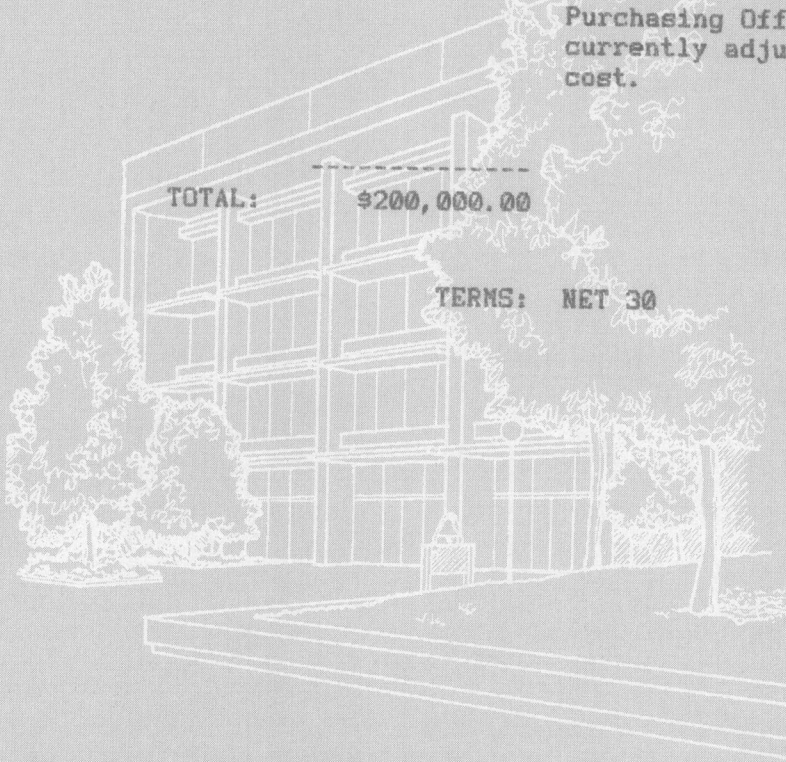
VENDOR: LU ELAINE
2770 WOODMONT DRIVE
FAIRFIELD CA 94533

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 currently adjusted maximum unit cost. Please contact the Purchasing Officer for the currently adjusted maximum cost.

TOTAL: \$200,000.00

TERMS: NET 30



AUTHORIZED
SIGNATURE

M. S. ...
PURCHASING

07/07/26
DATE

COPIES: WHITE VENDOR
YELLOW PURCHASING
GOLDEN INVENTORY
GREEN ENCUMBRANCE
PINK RECEIVING
BLUE DEPARTMENT

INVOICE IN TRIPLICATE TO:
CITY OF FAIRFIELD
ACCOUNTS PAYABLE
1000 WEBSTER STREET
FAIRFIELD, CA 94533-4883

CITY OF FAIRFIELD SERVICES AGREEMENT

SC 10215 B1132

THIS AGREEMENT is made at Fairfield, California, as of the 6/19, 2007 by and between the City of Fairfield ("the CITY") and Elaine Lu ("SERVICE PROVIDER").

SCOPE OF SERVICE: SERVICE PROVIDER agrees to perform the following work as needed: CONSULTANT shall perform as instructor for the piano classes, including planning, preparation, and implementation:

- A. CONSULTANT shall arrive 5-10 minutes early to prepare for lessons.
- B. CONSULTANT shall follow session schedule as outlined or give timely notice in the event of any changes.
- C. CONSULTANT shall plan for session performances and possible participation in CITY sponsored events.
- D. CONSULTANTS shall be responsible for the use and maintenance of the City facility and equipment.

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 Comm Svcs 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 Comm Svcs prior to the effective date of such cancellation, or change in coverage.
- e. SERVICE PROVIDER shall file with the Director of Comm Svcs concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

- s. 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 to this matter hereof and may not be amended or changed except by a written agreement signed by both parties.

SERVICE PROVIDER

By: Elaine Lu

JUL 26 2007

ENTERED

City of Fairfield, a municipal corporation

By: [Signature]

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.

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

Department/Division: <u>CS- Youth Activities Division</u>	Date of Contract: <u>6/19/07</u>
Authorized by Res. No.: _____	Contract Expiration Date: <u>open</u>
Person Reviewing EDD Requirements: <u>Anna Eaton</u>	Phone: <u>428-7612</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	Elaine Lu
ADDRESS	2770 Woodmont Drive
CITY, STATE, ZIP	Fairfield, CA 94533
PHONE NUMBER	426-0359

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 <i>540-17-7349</i>
<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

STAPLE HERE

CONTRACTOR: Elaine Lu DATE OF CONTRACT: June 19, 2007 P.O. # _____
 DEPARTMENT: Community Services/Youth Activities Division STAFF PERSON & TELEPHONE NO: Anna Eaton, X7612
 DESCRIBE PROJECT / WORK: Recreation Instructor for Piano class

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	21 st Century Insurance	10509925	10/19/2007				<i>EL</i>
	General Liability	<i>EL</i>						
	Workers' Compensation	<i>Atwater</i>						
	Professional Liability							

APPROVED: *Robert Koer* DATE: 7/20/07
 Authorized Risk Management Signature



21st Century Insurance

21st.com

1-800-211-SAVE

6301 Owensmouth Ave., Woodland Hills, CA 91367

PERSONAL AUTOMOBILE INSURANCE CARD - STATE OF CALIFORNIA

21st Century Insurance Company

YEAR: 2006

MAKE/MODEL: PONTIAC VIBE

INSURED:

VIN: 5Y2SL65876Z445910*

Jimmy Lu

EFFECTIVE DATE: 04/19/2007

Elaine Lu

EXPIRATION DATE: 10/19/2007

2770 Woodmont Dr

Fairfield, CA 94533

**Rewarding Good Friends REFER A FRIEND TODAY!
IF YOUR FRIEND BECOMES A POLICYHOLDER, YOU'LL
RECEIVE \$50 IN FREE GAS! DETAILS AT 21st.com.**

POLICY NO. 10509925

This card must be carried in the insured motor vehicle
and presented upon demand.

*NAIC Code - 12963

Meets the Requirements of Section 16056

Department of Insurance
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