

# CITY OF FAIRFIELD

P.O. NUMBER: SC 10281

SHIP TO: Community Services  
1000 Webster Street  
Fairfield CA 94533

## RECEIVED

VENDOR NO: B2329

JUL 12 2011

SCHEDULED  
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: WEIKEL CURTIS  
2855 SHELTER HILL DR  
FAIRFIELD CA 94534-8628

CITY OF FAIRFIELD  
PURCHASING

ENTERED  
PURCHASING

AUG 10 2011

DEPARTMENT COPY

BY 

## 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.
TOTAL:				\$200,000.00	
				TERMS:	NET 30

*CANCEL*  
*7/12/11*

AUTHORIZED PURCHASING SIGNATURE: *Wade Brown*

DATE 08/08/04

### 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 be cause for refusing to accept delivery of any such goods and/or services from the seller until the seller complies with said provision.

PO771

PURCHASE ORDER ADJUSTMENT EDIT LIST

Signature: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_ Signature: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_ Signature: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_

Batch Number	Batch Date	Operator	Date Created	Time Created
37975	11/08/10	LGH	11/08/10	9:20

PO #	Type	Subject	Buyer	Supplier	Expiry D	Disc %	Note	Bal
SC 10281	Opn	Service Contract for Curt Weik el	LINDA	B2329 WEIKEL CURTIS			Cancelled	Y

Line	Item	Commodity	1-step	Quantity	Units	Unit Price	Gross Unit Price	Disc %	Tax	Note	Bal
001			Y	200,000.000	EA	1.00	1.00			Cancelled	Y
			Y		EA	1.00	1.00			to	Y

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Batch Summary:	Batch Header Amount	200,000.00-
	PO total	200,000.00-
	Batch Variance	0.00

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## ACCOUNTS PAYABLE COPY

## PURCHASE ORDER

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					TERMS: NET 30

**RECEIVED**  
AUG 05 2008  
AUDITED BY \_\_\_\_\_  
CITY OF FAIRFIELD  
ACCOUNTS PAYABLE

AUTHORIZED PURCHASING SIGNATURE: \_\_\_\_\_

*Wade Brown*

DATE 08/08/04

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CITY OF FAIRFIELD SERVICES AGREEMENT

SL 10281

THIS AGREEMENT is made at Fairfield, California, as of the 1<sup>st</sup> day of June, 2008, by and between the City of Fairfield ("the CITY") and Curt Weikel ("SERVICE PROVIDER").

1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work

Provide instruction and information for Love and Logic parenting classes for the City of Fairfield Community Services Department. See Exhibit "A" for details. Class and/or classes will be reviewed at the end of six months to deem feasible to discontinue or proceed.

PAYMENTS.

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified below: 50% of registration fees not to exceed currently adjusted maximum unit cost
b. Payment shall be made to SERVICE PROVIDER. Payment shall be 50% of all fees collected and shall be paid at the end of each monthly session by City of Fairfield check according to the standard city pay practices.
c. Any additional meetings or work required beyond that set forth in 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

108

B2329

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 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.
e. 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.

- 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 of its 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.

RECEIVED

JUL 14 2008

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.

CITY OF FAIRFIELD PURCHASING

- 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:

[Signature of Curt Weikel]

City of Fairfield, a municipal corporation

By:

[Signature]

Entered RECEIVED

AUG - 4 2008

**EXHIBIT A**  
**SCOPE OF SERVICES**

The purpose of this agreement is to provide "Love & Logic" classes to the Fairfield and surrounding community. This agreement shall remain in force for six months and then evaluated. Class can be terminated by one of the parties with written notice at least 60 days prior to the termination date desired.

A. The CITY shall agree to provide:

1. Facility and room location
2. Marketing of class by but not limited to Press Releases, Monthly Breeze, Department Activity Guide, Flyers and Posters as determined by Community Services staff
3. Registration and fee collection of participants

B. The CONSULTANT shall agree to provide:

1. Instruction of Love & Logic class/es
2. Any class supplies for instruction
3. Assistance in marketing of class and/or classes to the community as both parties agree to

**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: Community Services/Adult Services Date of Contract: June 1, 2008  
 Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: Open  
 Person Reviewing EDD Requirements: Ted Stine, Community Services Manager Phone: (707) 428-7741

**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:**

As 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	<u>Curtis <del>Gurt</del> Weikel</u>
ADDRESS	<u>2855 Shelter Hill Dr.</u>
CITY, STATE, ZIP	<u>Fairfield CA 94534-8628</u>
PHONE NUMBER	<u>(707) 425-1347</u>

**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 <u>559-76-3354</u>
<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: \_\_\_\_\_

FILE HERE

# INSURANCE CHECKLIST

CONTRACTOR: Curtis Weikel DATE OF CONTRACT: June 1, 2008 P.O. # \_\_\_\_\_  
 DEPARTMENT: Community Services STAFF PERSON & TELEPHONE NO: Todd Grames, 428-7796  
 DESCRIBE PROJECT/WORK: Instruction for Love & Logic parenting classes

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
	General Liability	<i>Waived</i>						
	Auto Liability	California State Automobile Association	5E-49-13-6	5/31/09				
	Excess Liability							
	Workers' Compensation	<i>Statutory</i>						
	Professional Liability							

APPROVED: \_\_\_\_\_ DATE: 6/12/08  
 Authorized Risk Management Signature



**BUSINESS LICENSE**

BUSINESS LICENSE OFFICE  
1000 WEBSTER STREET  
FAIRFIELD, CA 94533-4883  
(707) 428-7509

CITY OF FAIRFIELD

**2008**

EXPIRATION DATE: 12/31/2008

APPLICATION #: 080000045

LIC #: 080000045

TRADE CAT: 8011

CORPORATE  
OR  
OWNER'S NAME  
BUSINESS  
ADDRESS  
WEIKEL, CURTIS  
2855 SHELTER HILL DR  
FAIRFIELD CA 94534

TO BE DISPLAYED AT  
YOUR PLACE OF BUSINESS

BUSINESS  
NAME  
MAILING  
ADDRESS  
NEW HORIZONS  
2855 SHELTER HILL DR  
FAIRFIELD CA 94534-8628

THE CITY OF FAIRFIELD MUNICIPAL CODE  
REQUIRES ALL BUSINESSES TO PAY A  
BUSINESS TAX. ALL BUSINESSES ARE  
REQUIRED TO COMPLY WITH ALL CITY CODES.

POST IN A CONSPICUOUS PLACE.  
\*THIS LICENSE IS ISSUED WITHOUT VERIFICATION THE LICENSEE IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA.\*

Below are your automobile liability insurance identification cards which you may cut out and carry in your wallet.

**AUTO LIABILITY INSURANCE IDENTIFICATION CARD**



California State Automobile Association  
Inter-Insurance Bureau  
P.O. Box 429186  
San Francisco, CA 94142-9186

INSURED: WEIKEL CURTIS E

POLICY NO.: 5E-49-13-6

EFF. DATE: 05-31-2008

VEHICLE MAKE: FORD

VIN: 1FTNX20FXVEA18814

EXP. DATE: 05-31-2009

MODEL YEAR: 2000

For policy changes or to report a claim, call 1-800-922-8228.

**AUTO LIABILITY INSURANCE IDENTIFICATION CARD**



California State Automobile Association  
Inter-Insurance Bureau  
P.O. Box 429186  
San Francisco, CA 94142-9186

INSURED: WEIKEL CURTIS E

POLICY NO.: 5E-49-13-6

EFF. DATE: 05-31-2008

VEHICLE MAKE: FORD

VIN: 1FTNX20FXVEA18814

EXP. DATE: 05-31-2009

MODEL YEAR: 2000

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