# CITY OF FAIRFIELD

SHIP TO: Community Services 1000 Webster Street Fairfield CA 94533 P.O. NUMBER: SC 10151

A9264 VENDOR NO:

SCHEDULED DELIVERY DATE:

P.O. TYPE: OPEN

CONFIRMING

VENDOR: WRIGHT VERLA

2077 SERVILLE DR NAPA CA 94559

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

AUTHORIZED SIGNATURE MMML Shir

PURCHASING

06/04/20 DATE

COPIES: WHITE VENDOR

GREEN PINK

BLUE

YELLOW PURCHASING GOLDEN INVENTORY ENCUMBRANCE RECEIVING DEPARTMENT

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

### **CITY OF FAIRFIELD SERVICES AGREEMENT**

SC 10151

THIS AGKEEMENT is made at Fairfield, California, as of the April 1, 2006, by and between the City of Fairfield ("the CITY") and Verla Wright ("SERVICE PROVI

1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work [This space is to be used when you don't have a proposal letter from the contractor to use. you have a proposal letter that you wish to use for Exhibit A — Simply type "Exhibit A" at the top of the proposal letter.]

Under general direction of the Community Services Manager, coordinates activities of the Senior Day Program, maintains record-keeping of various program grants, stocks program supplies, and coordinates other senior social services as requested by the City Of Fairfield Community Services Department.

#### PAYMENTS.

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified below: \$30 per hour, not to exceed currently adjusted maximum unit cost.
- b. 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.
- 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 Community Services Department.

#### 3. 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. <u>GENERAL LIABILITY INSURANCE</u>. 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. <u>AUTOMOBILE LIABILITY INSURANCE</u>. 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. <u>CERTIFICATES OF INSURANCE</u>. 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.
- 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

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 PROVICER pain in billy under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies still have been determined to be applicable to any of such damages or claims for damages.

### 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 Cliffornia Labor properties. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of providing the control of the c
- 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.
- 6. <u>BUSINESS LICENSE.</u> 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 Street, Fairfield, CA 94533-4883, (707/428-7509).
- 7. 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.
- 8. <u>COMPLETE AGREEMENT/AMENDMENT.</u> 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: Weld May 1

City of Fairfield a municipal corporation

APR 1 4 2006

## EDD REPORTING REQUIREMENTS CHECKLIST

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

Department/Division:								
	Community Services/ Ad	dult ServicesDate of Contract:	April 1, 2006					
Authorized by Res. No.:_			N/A					
Person Reviewing EDD R	Requirements: Ted Stine	e, Community Services Manager_Phone:	(707) 428-7741					
EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in tamount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information CITY to comply with EDD reporting requirements:								
A. Whether CONSU corporation, limite	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 social security nu	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 CONSULTANT's	If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.							
*******	*******	************************	****					
Dear Contracting Compan	ıy:							
LECK TOT 2 DOLOW)	of business and provide	d City of Fairfield Department, you are require the information requested:  OLE PROPRIETORSHIP	ed to complete the following:					
FULL NAME		Verla Wright						
ADDRESS		Verla Wright 2077 Serville Drive, Napa, CA	94559					
	UMBER		94559					
ADDRESS SOCIAL SECURITY N		2077 Serville Drive, Napa, CA	94559					
ADDRESS SOCIAL SECURITY NO OR FEDERAL ID NUMBER BOX 2	BER	2077 Serville Drive, Napa, CA 544-88-8700 OR	94559					
ADDRESS SOCIAL SECURITY NO OR FEDERAL ID NUMB  BOX 2  BOX 2	BER  TYPE OF BUSINESS	2077 Serville Drive, Napa, CA 544-88-8700 OR	94559 _ID_NUMBER					
ADDRESS SOCIAL SECURITY NO OR FEDERAL ID NUMB  BOX 2  BOX 2 PARTNERSHI	BER  TYPE OF BUSINESS IP	2077 Serville Drive, Napa, CA 544-88-8700 OR						
ADDRESS SOCIAL SECURITY NO OR FEDERAL ID NUMB  BOX 2  BOX 2  PARTNERSHI LIMITED LIAB	TYPE OF BUSINESS IP BILITY PARTNERSHIP	2077 Serville Drive, Napa, CA 544-88-8700 OR						
ADDRESS SOCIAL SECURITY NO OR  FEDERAL ID NUMB  BOX 2  V BOX PARTNERSHI LIMITED LIAB CORPORATIO	TYPE OF BUSINESS IP BILITY PARTNERSHIP ON	2077 Serville Drive, Napa, CA 544-88-8700  OR FEDERAL						
ADDRESS SOCIAL SECURITY NO OR  FEDERAL ID NUMB  BOX 2  BOX 2  BOX   PARTNERSHI CORPORATION LIMITED LIAB	TYPE OF BUSINESS IP BILITY PARTNERSHIP ON BILITY CORPORATION	2077 Serville Drive, Napa, CA 544-88-8700  OR FEDERAL						
ADDRESS SOCIAL SECURITY NO OR  FEDERAL ID NUMB  BOX 2  BOX 2  BOX   PARTNERSHI CORPORATION LIMITED LIAB NON-PROFIT	TYPE OF BUSINESS IP BILITY PARTNERSHIP ON	2077 Serville Drive, Napa, CA 544-88-8700  OR FEDERAL						

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

## INSURANCE/ENDORSEMENT CHECKLIST

Contractor	or: <u>Verla Wr</u>	ight Anthonic	Dept. Communi	ty Services/Adult Services		
Person Re	eviewing Insurance Requ	urements:	red by Res. No Ted Stine, Community Services M	Contract Expiration De	ite:N/A	
Departme	ent:CS/AS	Project	Senior Day Program	anage		
Check Box If Req.	Type of Insurance	Insurance Company	Policy Number	* Exp. Date	Amount of Insurance	Endorseme (Check On City Othe
	General Liability	Waived				
	Auto Liability	Statutory				
	Professional Liability	N/A				
	Excess Liability	N/A				
	Workers' Comp	Statutory				
	re Requirements Wa	<b>,</b>	[] no	ed Signature (Risk Med Sig	1 414	Tole
OR FI	NANCE DEPART	MENT PURPOSES:			÷	
			en reviewed and approved by:	Authorized	Signature	
VOTE:		nce requirements expire duri	ing the term of the contract.  ages waive a  cet pendia  osition, E	[]yes []no	ort-te	ivm
		Contro for D	sosition. E	g vecri	utman	<i>⊼</i>

### KEEP THIS COPY IN YOUR CAR

WESTERN UNITED INSURANCE COMPANY
INSURANCE IDENTIFICATION CARD

POLICY #

EFFECTIVE DATE

EXPIRATION DATE

CAW839875

3/31/2005

3/31/2006

NAMED INSURED

Veria Wright

CAR-YEAR/MAKE/MODEL

VEHICLE ID NUMBER

92, Volkswagen Cabri

WVWDC5155NK032115

AGENT:

Emie Falcon

PHONE: 888-814-8682

PRODUCER: Emle Faicon

IMPORTANTI THIS INSURANCE IDENTIFICATION CARD IS NOT PART OF YOUR POLICY AND IS VALID ONLY WRILE YOUR POLICY IS IN FORCE AND YOUR PREMIUMS ARE PAID

#### IF YOU HAVE AN ACCIDENT

- 1. NOTIFY POLICE IMMEDIATELY
- Write down names, addresses, telephone numbers, and license numbers of persons involved and of witnesses. Also write down the license plate number and state of each vehicle.
- Report all accidents to Western United Insurance immediately at 800-207-3618.
- Do not admit fault. Do not discuss the accident with anyone except Western United or the Police.

IMPORTANT! THIS INSURANCE IDENTIFICATION CARD IS NOT PART OF YOUR POLICY AND IS VALID ONLY WHILE YOUR POLICY IS IN FORCE AND YOUR PREMILIMS ARE PAID