

# CITY OF FAIRFIELD

P.O. NUMBER: SC 10533

SHIP TO: Senior Center  
1200 Civic Center Drive  
Fairfield CA 94533

VENDOR NO: B8689

SCHEDULED  
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: LANE GENE  
P O BOX 181  
SHINGLE SPRINGS CA 95682

## 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

15/07/31

### 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.

See attachments

**Johnson, Juanita**

**From:** Mottola, Ann  
**Sent:** Thursday, March 12, 2015 12:19 PM  
**To:** Johnson, Juanita  
**Subject:** RE: SC# Request for Gene Lane

Juanita,

Just a couple of requests:

*Handwritten signature*

- Can you send please forward to me the hard copy to sign.
- Also – there should be an attachment of some kind of a proposal, “Exhibit A” referenced in Section 2.
- Lastly – when you initial – be sure to leave room for me to sign! *leave time for me to sign*

Thanks,

Ann

*SC 10537  
3/26/15*

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**From:** Johnson, Juanita  
**Sent:** Thursday, March 12, 2015 11:41 AM  
**To:** Mottola, Ann  
**Subject:** FW: SC# Request for Gene Lane

Hi Ann,

We have a new person providing musical entertainment for our Senior Day and Brain Booster programs. He has performed twice already and is scheduled to do at least three more performances. I’ve attached his service agreement [contract] for you to review and initial in order for Wade Brown to assign him a Service Contract [SC]#.

~~You can scan it back to me or I can pick it up at your earliest convenience.~~

Thanks,  
Juanita

**Juanita Johnson | Acting Community Resources Manager**  
City of Fairfield | Community Resources  
Fairfield Senior Center  
O | 707.428.7628  
F | 707.429.5687  
[jjohnson@fairfield.ca.gov](mailto:jjohnson@fairfield.ca.gov)  
[www.fairfield.ca.gov](http://www.fairfield.ca.gov)

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**From:** Brown, Wade  
**Sent:** Thursday, March 12, 2015 11:31 AM  
**To:** Johnson, Juanita  
**Subject:** FW: SC# Request for Gene Lane

## CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as on December, 2014 by and between the City of Fairfield ("the CITY") and ("SERVICE PROVIDER").

### 1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work: To provide respective services as needed by the requesting department of the City of Fairfield.

### 2. PAYMENTS

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified by the proposal.
- b. Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit invoices when the installation process is finalized and approved by the site.
- 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 City of Fairfield.

### 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. 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 no less than \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, 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 no less than \$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. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - i. The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the SERVICE PROVIDER; products and completed operations of the SERVICE PROVIDER; premises owned, occupied or used by the SERVICE PROVIDER; and automobiles owned, leased, hired or borrowed by the SERVICE PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers
- e. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- f. The minimum limits stated above shall not serve to reduce the SERVICE PROVIDER'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- g. CERTIFICATES OF INSURANCE. SERVICE PROVIDER shall file with CITY'S Department of CE or the Designee 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 City of Fairfield or the Designee prior to the effective date of such cancellation, or change in coverage.
- h. SERVICE PROVIDER shall file with the City of Fairfield or the Designee concurrent with the execution of this agreement, a standard endorsement form providing for each of the above requirements.

4. INDEMNIFY AND HOLD HARMLESS. To the fullest extent allowed by law, 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.

SERVICE PROVIDER'S responsibility for defense and indemnity shall survive termination or completion of this Agreement for the full period of time allowed by law.

### 5. 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](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.

6. CONTRACTORS AND SUBCONTRACTORS. The SERVICE PROVIDER shall require all contractors and subcontractors to meet the requirements of this Agreement, including the indemnity and insurance requirements, for work performed under this Agreement.

7. 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).

8. CANCELLATION. This agreement may be cancelled 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.
9. 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: \_\_\_\_\_

*Gene Lane*

City of Fairfield, a municipal corporation

By: \_\_\_\_\_

*[Signature]*  
*[Signature]*  
*[Signature]*

## EXHIBIT "A"

### SCOPE OF SERVICE

This form is to be used when you don't have a proposal letter from the contractor to use. If you have a proposal letter that you wish to use for Exhibit A --- Simply type "Exhibit A" at the top of the proposal letter.

December 12, 2014

Gene Lane, aka Ronald Muhlbradt, will facilitate music performances for the Senior Day Program. These performances will be held quarterly for one hour each time and shall be billed at \$60 per hour for a total not to exceed \$60 per quarter or \$240 per year.

# Gene Lane's Country Music Show



Gene Lane

P.O. Box 181,  
Shingle Springs, CA 95682

**The ONLY Local Singin'  
Cowboy Music Show**

\*\*\*\*\*  
Available for Nursing  
Homes, Assisted  
Living, Memory Care  
and Alzheimers  
Facilities

\*\*\*\*\*  
\$60.00 For a One  
Hour Show  
(530) 622-0395

Hello Kristin  
Einberger ...

Enclosed are the  
insurance papers.

I use the 2005  
NISSAN For  
MY BUSINESS.

Can you copy  
these papers and  
send them back  
Thank

New:  X  
 Renewal:

STAPLE HERE

# INSURANCE CHECKLIST

CONTRACTOR: Gene Lane DATE OF CONTRACT: December 12, 2014 P.O. # \_\_\_\_\_  
 DEPARTMENT: Community Resources STAFF PERSON & TELEPHONE NO: Juanita Johnson x7628  
 DESCRIBE PROJECT / WORK: Provide musical programming for Brain Booster and Senior Day Programs for the City of Fairfield

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	General Liability	Allstate A++	014 748 716	01/14/15				X
	Auto Liability							
	Excess Liability							
	Workers' Compensation							
	Professional Liability							

APPROVED: **Betty-Lou Woodhall**  
 Auth: **Betty-Lou Woodhall**  
Digitally signed by Betty-Lou Woodhall  
 DN: cn=Betty-Lou Woodhall, o=City of Fairfield, ou=Risk Management,  
 email=brl@cityoffairfieldnj.com, c=US  
 Date: 2015.03.11 10:30:13 -0400

DATE: \_\_\_\_\_

**Anderson, Patricia**

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**From:** Anderson, Patricia  
**Sent:** Thursday, March 19, 2015 3:21 PM  
**To:** Johnson, Juanita  
**Subject:** Service Contract

1380629

Hi Juanita,

Can you provide me with an EDD form for Gene Lane aka Ronald Muhlbradt? I need to set him up in the computer as a vendor.

Thanks,  
Tish X 7035