

CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of March 10, 2017 by and between the City of Fairfield ("the CITY") and Lisa Augusto ("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 Fire Department 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) 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.

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 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 payments shall be paid thereafter, 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.

LISA AUGUSTO
By: 

City of Fairfield, a municipal corporation
By: 

EXHIBIT "A"

Photography by Lisa Noelle

1235 Willet Ct
Fairfield, CA 94533
707-315-1388

Linda,

My objective is to create photographs of each team and shift at each Fire Station – A shift, B shift, and C shift. I would also like to get individual shots of each Fire Fighter and photographs of Fire Management, and support staff. There will be several photographs taken of each individual, shift, and group.

My goal in working with Fire Fighter Kasey Morris is to get any and all photographs they request to be captured and give them even more than they are looking for. I, along with my assistant, will work at Station 37 as the main backdrop, including the Ladder Truck or a Fire Engine for all of the photos.

My understanding is that they, the Fire Department, want to do this photo shoot in April 2017 some time. I have not been given exact dates, but assume we will figure that out as the time draws nearer. My intent is to get this done in as timely a manner as possible. I assume the shoots could take up to two weeks, or more, to get

completed. This will all depend on the staff and their availability for the photo shoot.

I live in Fairfield and work for the City, so my schedule is very flexible and I will work with Kasey to make sure we get all the photographs completed in as short a time span as possible.

The pricing for this shoot will cost \$2,100.00.

Breakdown:	\$75 @ hr (15 shifts A,B,C)	=	
	\$1,125.00		
	\$350.00 misc - equipment	=	350.00
	\$250.00 for assistant	=	250.00
	\$25 @ hr (15 hrs) post production	=	
	375.00		
			\$2,100.00

I look forward to working with you and thank the department for this opportunity.

Sincerely,

Lisa Augusto
707-315-1388

New:
 Renewal:

STAPLE HERE

INSURANCE CHECKLIST

CONTRACTOR: Lisa Augusto DATE OF CONTRACT: 3/10/17 P.O.# 0/A
 DEPARTMENT: Fire STAFF PERSON & TELEPHONE NO: Casey Morse x7375
 DESCRIBE PROJECT/WORK: Photos of Fire Department Crews and staff

Required?	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	USAA	00374907667100	8/22/17	Body Injury \$50,000 Property Damage \$50,000			X
<input checked="" type="checkbox"/>	Auto Liability	A++ XV						
<input type="checkbox"/>	Excess Liability							
<input checked="" type="checkbox"/>	Workers' Compensation	Sole Proprietor						
<input checked="" type="checkbox"/>	Professional Liability							

DATE: 3/2/17

Betty-Lou Woodhall
 Authorized Risk Management Signature

APPROVED:

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 completed by the department)

Department/Division: Fire Date of Contract: 3/10/17

Authorized by Res. No.: N/A Contract Expiration Date: upon completion

Person Reviewing EDD Requirements: Linda S. Colbert Phone: 7081

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, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you 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	LISA NOELLE AUGUSTO
ADDRESS	1235 WILLET CT
CITY, STATE, ZIP	FAIRFIELD, CA 94533
PHONE NUMBER	707 315 1388

Box 2

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input checked="" type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	Name is box 1 must match SSN 240-02-9059
<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

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lisa Noelle Augusto	
	2 Business name/disregarded entity name, if different from above Photography by Lisa Noelle	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 1235 Willet Ct	
	6 City, state, and ZIP code Fairfield, CA 94533	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																							
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">4</td> <td style="text-align: center;">0</td> <td style="text-align: center;">-</td> <td style="text-align: center;">0</td> <td style="text-align: center;">2</td> <td style="text-align: center;">-</td> <td style="text-align: center;">9</td> <td style="text-align: center;">0</td> <td style="text-align: center;">5</td> <td style="text-align: center;">9</td> </tr> <tr> <td colspan="11" style="text-align: center;">or</td> </tr> <tr> <td colspan="11" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table>	Social security number										2	4	0	-	0	2	-	9	0	5	9	or											Employer identification number														-							
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ <i>Lisa Noelle Augusto</i>	Date ▶ <i>02-28-17</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

707-428-7081 office

707-399-0860 fax

From: fairfield_project@yahoo.com [mailto:fairfield_project@yahoo.com]
Sent: Wednesday, February 22, 2017 2:08 PM
To: Calbert, Linda S <LCALBERT@fairfield.ca.gov>
Subject: Re: Photography

Linda

I think would be just fine to have this employee do the one-page contract as you suggested and waive the general liability and the auto liability and provide her personal proof of insurance for the auto.

Also thanks for asking. my son is doing fine. he's still living with us at the moment. he has gotten a job and so far he is cancer free so all that is good news. we are actually back in California have been for about a year. living in Galt. I miss all the people in Fairfield but not so much the politics and the mess I believe Fairfield is in currently. keep in touch

[Sent from Yahoo Mail on Android](#)

On Tue, Feb 21, 2017 at 9:11 AM, Calbert, Linda S

<LCALBERT@fairfield.ca.gov> wrote:

Can I pick your brain for a moment, please.

First of all, hi!. Hope you are doing well. How is your son doing? I think you said he already came back to California some time ago.

We have had a hard time finding a photography company over the last couple of years that will come and take the pictures of different crews, etc. that the Chief wants done. We recently found out that one of the dispatchers is also a photographer and has agreed to take the pictures. However, I just received an email from her asking what the contract requirements would be. I have never worked with a fellow employee that we paid for any service. I believe I can do a one-page contract, even using the one where they are required to have insurance on file, but not required to submit it to us unless asked. This is a one-time thing. Since they are already allowed on City property as an employee and there is no liability of hurting our people, would we be able to waive general and auto liability or only require personal auto liability?

Just trying to figure out where to start and Laura Marquez is obviously not here to talk to. Have you seen any kind of services like this that I could use as a guide?

Thanks for any direction you can provide.

Linda S. Calbert

Administrative Assistant

Fairfield Fire Department

707-428-7081 office

707-399-0860 fax