SERVICES AGREEMENT

This Agreement is entered into by and between the City of Menlo Park, hereinafter called City, and Vincent De Jesus/Monreal Latin Jazz Band hereinafter called First Party.

It is hereby agreed as follows:

The Contractor makes the following representations and offers to do the work described below in accordance with the stated terms and conditions.

1. Description of work to be done: Band to perform at the Menlo Park Concert Series Event

2. Date/Term of services: August 22, 2018 6:30-8:00 pm

3. Locations where services will be provided: Kelly Park, Terminal Avenue

4. Contractor to provide the following: Band to perform at concert series

5. City to provide the following: Stage, Audio equipment

6. The following shall be the terms of payment to the Contractor for services rendered:
   In no event shall the total payment for all services under this agreement exceed $500.00
   unless mutually agreed upon in writing by the City and First Party.

7. ADA Compliance: The Contractor represents and certifies to City that contractor and its contracts and programs are in full compliance with the Americans with Disabilities Act (ADA) of 1990.

8. Hold Harmless: Contractor agrees to save and hold harmless the City, its officers, agents and employees and City agrees to save and hold harmless contractor, its officers, agent, and employees from any and all damage and liability of every nature, including all costs of defending any claim, caused by or arising out of the negligence or wrong doing of the other. City shall not be liable for acts of Contractor in performing services described herein.

9. Interest of Contractor: It is understood and agreed that this agreement is not a contract of employment in the sense that the relation of master and servant exists between City and undersigned. At all times Contractor shall be deemed to be an independent contractor and Contractor is not authorized to bind the City to any contracts or other obligations in executing this Agreement. Contractor certifies that no one who has or will have and financial interest under this agreement is an officer or employee of City.

10. Changes: This Agreement shall not be assigned or transferred without the written consent of the City. No changes or variations of any kind are authorized without a written consent of the City.

Rev 20160914
11. Insurance: The Contractor agrees to provide the City with a photocopy of required insurance coverage as indicated in this agreement. The Contractor further agrees that the insurance policy will remain valid during the term of the contract.

Insurance waived  Yes ☑  No ☐

12. Termination: This Agreement may be terminated by City upon ten (10) day written notice to Contractor. Moneys then owed based upon work satisfactorily accomplished shall be paid to the Contractor. It is understood that this offer in no way constitutes a guarantee of similar terms in future contracts.

13. Agreement includes supplemental information attached  Yes ☑  No ☐

The Agreement supplement may include scope of work, performance riders, stage plots, etc.

The Contractor shall complete the services herein described or forfeit the right to claim any part of the compensation to which Contractor would otherwise be entitled under this Agreement.

The Contractor shall comply with all applicable Federal, State and local laws and ordinances including, but not limited to, unemployment insurance benefits, Worker's compensation and F.I.C.A. laws.

Vincent De Jesus
Name of Contractor

3/22/18
Date

Contractor’s signature

Marika Kopp
Project Manager

4/9/18
Date

Project Manager’s signature

Phone: 650-330-2228
E-Mail: mrjkopp@menlopark.org
Department: CSD

Department Head:

Attest by City Clerk:

IRS/Social Security Number*: *must match information on W-9 on file with City
Exhibit A

CITY: City of Menlo Park
EVENT: 2018 Summer Concert Series

FIRST PARTY: Vincent De Jesus/Monreal Latin Jazz Band
VENDOR NUMBER: n/a
ADDRESS: 2230 Derby Street
Berkeley, CA 94705

SERVICE DESCRIPTION: Moreal Latin Jazz Band will provide one musical performance lasting no less than 1-hour and 30-minutes with no breaks. CITY will provide professional audio services.

DELIVERY DATE: Wednesday, August 22, 2018
DELIVERY TIME: 6:30 PM - 8:00 PM
DELIVERY LOCATION: Kelly Park, 100 Terminal Ave

PAYMENT SCHEDULE: $500 due after delivery

ADDITIONAL DOCUMENTS: n/a

EXHIBIT PREPARED BY: Anneke Lau, Recreation Specialist
DATE: Friday, March 09, 2018

NOTES: N/A