AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF MENLO PARK AND PACIFIC LEADERSHIP INSTITUTE (in the amount $1,000 or less)  

THIS AGREEMENT made and entered into at Menlo Park, California, this ______ day of ____________, 2018, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and Pacific Leadership Institute, hereinafter referred to as "FIRST PARTY."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SERVICES TO BE PERFORMED BY FIRST PARTY  
   In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform the following services for the CITY:  
   Provide summer camp with team building training.

2. AGREEMENT TERM  
   The term of this agreement shall be from 6/21/2018 to 6/21/2018 unless mutually agreed upon by CITY and FIRST PARTY in writing.

3. LOCATION AND PROVISIONS  
   Location(s) where services are to be provided is/are Onetta Harris Community Center.
   FIRST PARTY to provide training for staff.
   CITY to provide location to house training experiment.

4. COMPENSATION AND PAYMENT  
   In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, CITY shall make payment to FIRST PARTY through check requisition. In no event shall total payment for all services under this agreement exceed $400 unless mutually agreed upon in writing by the CITY and FIRST PARTY. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges. In the event that the CITY makes any advance payments, FIRST PARTY agrees to refund any amounts in excess of the amount owed by the CITY at the time of agreement termination. CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable. The FIRST PARTY shall complete the services herein described or forfeit the right to claim any part of the compensation to which FIRST PARTY would otherwise be entitled under this Agreement.

5. ADA COMPLIANCE  
   The FIRST PARTY represents and certifies to CITY that FIRST PARTY and its contracts and programs are in full compliance with the Americans with Disabilities Act (ADA) of 1990.
6. HOLD HARMLESS

FIRST PARTY agrees to save and hold harmless the CITY, its officers, agents and employees and CITY agrees to save and hold harmless FIRST PARTY, 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 FIRST PARTY in performing services described herein.

7. INTEREST OF FIRST PARTY

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 FIRST PARTY shall be deemed to be an independent contractor and FIRST PARTY is not authorized to bind the CITY to any contracts or other obligations in executing this Agreement. FIRST PARTY certifies that no one who has or will have and financial interest under this agreement is an officer or employee of CITY.

8. 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.

9. INSURANCE

The FIRST PARTY agrees to provide the CITY with a photocopy of required insurance coverage as Indicated in this agreement. The FIRST PARTY further agrees that the insurance policy will remain valid during the term of the contract.
Insurance waived: [ ] YES [ ] NO

The FIRST PARTY 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.

10. TERMINATION

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

11. ATTACHMENTS

Agreement includes supplemental information attached: [ ] YES [ ] NO

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

SIGNATURE PAGE TO FOLLOW
This agreement is not valid until signed by both parties.

FOR FIRST PARTY:

Signature

Drew McAdam

Printed Name

415 338 6883

Phone

drewmc@sfu.edu

E-mail

Date

5/23/18

Address

1600 Holloway Ave H55 307

City/State/Zip

SF CA 94132

Tax ID/IRS/Social Security Number*

*must match information on W-9 on file with CITY

FOR CITY OF MENLO PARK:

Angelina Banda

1650 330-2262

Phone

arbanda@menlopark.org

Email

Derek Schweigart

Date

10/1/18

Department

CSD

ATTEST:

Date

6/1/18

Judi A. Herren, City Clerk

Date

6/1/18
Menlo Park Summer Staff
Contact Person: Rondell Howard
Contact Info: Work: 650)-330-2245
Cell:
Fax:
Email: <RDHoward@menlopark.org>

Group Description: summer staff training

<table>
<thead>
<tr>
<th>PROGRAM DATE</th>
<th>RANGE OF PARTICIPANTS</th>
<th>PROGRAM PRICE</th>
<th>MINIMUM $200 DEPOSIT REQUIRED (14 DAYS AFTER INVOICE)</th>
<th>BALANCE DUE ON (10 DAYS BEFORE COURSE)</th>
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<tbody>
<tr>
<td>06/21/2018</td>
<td>20-25</td>
<td>$ 400</td>
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<thead>
<tr>
<th>PROGRAM TIME</th>
<th>DESCRIPTION OF EVENT</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>Part Day</td>
<td>Staff training</td>
<td>$ 400</td>
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<tr>
<td>10a – 12p</td>
<td>Location: Fort Miley, San Francisco, CA</td>
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Additional: 00
SUBTOTAL $ 400

* Online payment options available

Deposit Received $ 00

** Checks payable to: PLI / UNIVERSITY CORPORATION

Total Due $ 400

PLI PROGRAMS: Terms & Policies

- Your PLI program is not confirmed until a deposit is received within the agreed 2-wk time frame (listed above).
- Full payment for your program is due 10 days before the program begins; if not, the program may be cancelled.
- Organizations canceling with at least 10 days prior to their program date may be granted a refund less their deposit.
- PLI may charge a fee of 20% of total program fees to reschedule any program with less than 10 days notice.
- No refunds will be granted for cancellations with less than 10 days notice to their program date.
- PLI reserves the right to cancel any program due to weather and/or any conditions PLI deems unsafe. If PLI cancels a program, a full refund, credit or event reschedule without any additional fees will be offered and coordinated.
- No refunds will be issued for attendance below the agreed upon minimum range of participants with less than 10 days notice.
- PLI requires everyone present to have a completed release form on site. Note: Minors under 18 will need their release forms signed by both the youth as well as their parent/guardian.

By checking this box below, you acknowledge:

☐ I HAVE READ AND UNDERSTAND THE TERMS AND POLICIES STATED IN THIS INVOICE.
I UNDERSTAND THAT THE PROGRAM IS NOT CONFIRMED UNTIL A DEPOSIT IS RECEIVED AND
THAT ALL PARTICIPANTS MUST COMPLETE A PLI RELEASE FORM PRIOR TO PARTICIPATION