**AGREEMENT COVER SHEET**

City Manager's Office  
701 Laurel Street, Menlo Park, CA 94025  
tel 650-330-6620

**Contract #: 2099**

<table>
<thead>
<tr>
<th>Project Manager: Matt Milde</th>
<th>Department: Community Services</th>
<th>Date: 5/2/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Time Sensitive</td>
<td>☑ New Agreement</td>
<td>☐ Attest Only</td>
</tr>
</tbody>
</table>

First Party: Abilities United  
Type of Agreement: Professional Services

**Agreement or Project Title:** CSD Retreat Activity and Discussion Leader – 4/21/2017

**Purpose:**  
Activity and discussion leader for meditation session for 2017 CSD Staff Retreat.

<table>
<thead>
<tr>
<th>Agreement Amount: $ 250.00</th>
<th>Begin Date: 4/21/2017</th>
<th>End Date: 4/21/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Budget: $300</td>
<td>Budgeted YR: 16/17</td>
<td>Available Budget: $300</td>
</tr>
</tbody>
</table>

**Account/Funding:**  
100-31002-8000-5322  
100-31004-9100-5322

**Required Approval:**  
☑ Department  
☐ City Manager  
☐ City Council

**Language Modifications**  
☑ Approved by City Attorney

**Summary of Modifications:**

Attachments:  
☐ Three (3) Copies of Agreement  
☐ Staff Report  
☐ Prior Agreement/Amendments(s) for reference  
☑ PO/Check Req

☑ Receive an electronic copy of the executed Agreement  
☑ Request to forward PO/Check Req to Finance  
☐ Other/Comment

Approval:

Supervisor  
City Attorney

Budget/Finance  
Routing: Department, City Clerk, City Attorney, Finance, (City Manager), City Clerk, Department
# PROFESSIONAL SERVICES AGREEMENT

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6600

## AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF MENLO PARK AND ABILITIES UNITED

THIS AGREEMENT made and entered into at Menlo Park, California, this 13th day of April, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and ABILITIES UNITED, hereinafter referred to as "FIRST PARTY."

It is agreed between the CITY and FIRST PARTY 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 all the services for the City of Menlo Park as set forth in Exhibit "A", Scope of Services, attached hereto.

### 2. AGREEMENT TERM

The term of this agreement shall be from April 21, 2017 to April 21, 2017 unless mutually agreed upon by CITY and FIRST PARTY in writing.

### 3. COMPENSATION AND PAYMENT

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A". Payments shall be monthly for the invoice amount or such other amount as approved by CITY. City shall have the discretion to approve the invoice and the work competed statement. 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. In no event shall total payment for all services under this agreement exceed $250 unless mutually agreed upon in writing by the CITY and FIRST PARTY.

### 4. RELATIONSHIP OF THE PARTIES

FIRST PARTY agrees and understands that the work/services performed under this agreement are performed as an independent Contractor and not as an employee of the City of Menlo Park and that FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.
5. INSURANCE AND INDEMNITY

1. General Liability Insurance:
   FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars ($1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than One Million Dollars ($1,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars ($1,000,000) per occurrence in respect to damage to property.
   CITY shall be named as an additional insured on Contractor's commercial general liability insurance policy FIRST PARTY shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work.

2. Automobile Liability Insurance:
   The FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each occurrence combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and three hundred thousand dollars ($300,000) property damage. To the full extent permitted by law, FIRST PARTY agrees to defend, indemnify and hold CITY, its employees, agents, officials, and officers, harmless from any and all claims, liability for damages caused by contractor's negligent performance of services under this Agreement.

3. Professional Liability Insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

6. NON-ASSIGNABILITY

FIRST PARTY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of CITY, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. TERMINATION OF AGREEMENT

The CITY may, at any time, terminate this Agreement, in whole or in part, for the convenience of CITY, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by FIRST PARTY under this Agreement shall become the property of the CITY upon FIRST PARTY's receipt of final payment and shall be promptly delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such materials. FIRST PARTY shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. WORKER’S COMPENSATION INSURANCE

FIRST PARTY agrees and understands that the CITY does not provide Worker's Compensation insurance to, or on behalf of, the FIRST PARTY for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. PAYMENT OF PERMITS/LICENSES

FIRST PARTY shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
**10. NON-DISCRIMINATION**

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. FIRST PARTY shall ensure full equal employment opportunity for all employees under this Agreement.

**11. RETENTION OF RECORDS**

FIRST PARTY shall maintain all required records for three years after the CITY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the CITY, a federal agency, and the State of California.

**12. MERGER CLAUSE**

This Agreement, including Exhibit “A” attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document’s date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the CITY. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit “A” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

This Agreement is not valid until signed by both parties.

**FIRST PARTY:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>4-18-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charlie Weiers</td>
<td>Date</td>
</tr>
<tr>
<td>Name</td>
<td>CEO</td>
</tr>
<tr>
<td>94-1546643</td>
<td>Title</td>
</tr>
<tr>
<td>Tax ID#</td>
<td></td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM:**

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/9/17</td>
</tr>
</tbody>
</table>

William L. McCluro, City Attorney

**CITY OF MENLO PARK:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>4/24/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew L. Milde</td>
<td>Date</td>
</tr>
<tr>
<td>Name</td>
<td>Recreation Coordinator</td>
</tr>
</tbody>
</table>

**ATTEST:**

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
<td>5/11/2017</td>
</tr>
</tbody>
</table>

Pamela Aguilar, City Clerk, City of Menlo Park
Exhibit A

CITY: City of Menlo Park
EVENT: CSD Staff Retreat 2017

FIRST PARTY: Abilities United
VENDOR NUMBER: N/A
ADDRESS: 525 East Charleston Road
Palo Alto, CA 94306

SERVICE DESCRIPTION: Abilities United will provide 40 minutes talking about and/or providing activity related to working with people with autism as it relates to our programs such as childcare/ sports/ gymnastics/ play.

DELIVERY DATE: Friday, April 21, 2017
DELIVERY TIME: 11:10 AM - 11:50 AM

DELIVERY LOCATION: Adobe Historic Building
157 Moffett Boulevard
Mountain View, CA 94043

PAYMENT SCHEDULE: $250 after delivery

ADDITIONAL DOCUMENTS: N/A

EXHIBIT PREPARED BY: Justin Bell, Recreation Intern
DATE: Friday, April 7, 2017

NOTES: N/A
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bolton & Company
3475 E. Foothill Blvd., Suite 100
Pasadena, CA 91107

CONTACT
PHONE (A/C, No, Ext): (628) 799-7000
FAX (A/C, No): (626) 441-3233
E-MAIL info@boltonco.com

INSURED
Abilities United
525 East Charleston Road
Palo Alto, CA 94306

INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>Nonprofits' Ins. Alliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC #</td>
<td>10855</td>
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</table>

COVERAGES

A COMMERCIAL GENERAL LIABILITY
- OCCUR

X Sexual Abuse

X Social Service Prof.

T LIMITS

B WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- PER STATUTE

DESCRIPTION OF OPERATIONS/Locations/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: CSD Staff Retreat 2017 - Friday April 21, 2017 - Adobe Historic Building 157 Moffett Blvd., Mt. View, CA
City of Menlo Park is named as additional insured per form CG2026 attached.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Menlo Park
City Manager's Office
701 Laurel Street
Menlo Park, CA 94025

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.
CITY OF MENLO PARK
CHECK REQUISITION

VENDOR NO.:  
PAYEE NAME: Abilities United
ADDRESS: 525 E. Charelston Road
ZIP CODE: 94306-4247
TAX I.D. NO.: 94-1546643

DEPARTMENT NAME: CSD
DATE: 5/2/2017
DATE CHECK IS NEEDED: Next Check Run
BLANKET/PURCHASE ORDER NUMBER:

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>PROGRAM</th>
<th>SERVICE</th>
<th>PROJECT</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>0417-PP-MP1</td>
<td>4/13/17</td>
<td>100</td>
<td>31002</td>
<td>5322</td>
<td>62.50 CSD Staff Retreat: Activity Leader - FY 16/17</td>
</tr>
<tr>
<td>0417-PP-MP1</td>
<td>4/13/17</td>
<td>100</td>
<td>31004</td>
<td>5322</td>
<td>62.50 CSD Staff Retreat: Activity Leader - FY 16/17</td>
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<td>0417-PP-MP1</td>
<td>4/13/17</td>
<td>100</td>
<td>31006</td>
<td>5322</td>
<td>62.50 CSD Staff Retreat: Activity Leader - FY 16/17</td>
</tr>
</tbody>
</table>

TOTAL PAYMENT REQUESTED: 250.00

Justin Bell
PREPARED BY
PAYMENT AUTHORIZATION
FINANCE DEPARTMENT APPROVAL
Abilities United
525 E. Charleston Road
Palo Alto, CA 94306-4247

Bill To
Menlo Park Community Services
701 Laurel St.
Menlo Park, CA 94025

<table>
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<th>P.O. No.</th>
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<th>Project</th>
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<tbody>
<tr>
<td></td>
<td>Net 30</td>
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<table>
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<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1</td>
<td>Inclusion for people with cognitive disabilities                      Staff Training</td>
<td>250.00</td>
<td>250.00</td>
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</tbody>
</table>

Thank you
Tax ID 94-1546643

Total $250.00
**Form W-9 (Rev. 12-2014)**

### Request for Taxpayer Identification Number and Certification

<table>
<thead>
<tr>
<th>Form 9-9</th>
<th>(Rev. December 2014)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of the Treasury</td>
<td>Internal Revenue Service</td>
</tr>
</tbody>
</table>

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

1. **Name (as shown on your income tax return).** Name is required on this line; do not leave this line blank.

2. **Business name/disregarded entity name, if different from above.**

3. **Check appropriate box for federal tax classification; check only one of the following seven boxes:**
   - [ ] Individual/sole proprietor or [ ] C Corporation [ ] S Corporation [ ] Partnership [ ] Trust/estate
   - [ ] 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.

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)____________________
   - (Applies to accounts maintained outside the U.S.)

5. **Address (number, street, and apt. or suite no.).**

6. **City, state, and ZIP code.**

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 How to get a TIN 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>
<thead>
<tr>
<th>Social security number</th>
<th>0-0-000000</th>
</tr>
</thead>
<tbody>
<tr>
<td>or</td>
<td>000-00-0000</td>
</tr>
</tbody>
</table>

### 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 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 | Date | 9/12/17 |

### 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 1096** (information return summary), 1096-E (interest on certain electronic returns), 1096-T (transactions)
- **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' allocable 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.