INDEPENDENT CONTRACTOR AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

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<th>Agreement #: 2357</th>
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AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND ACKERLY ENTERTAINMENT (in the amount $1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 26th day of
June 2018, by and between the CITY OF MENLO PARK, a Municipal
Corporation, hereinafter referred to as "CITY," and ACKERLY ENTERTAINMENT, 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:
Magic show for the youth.

2. AGREEMENT TERM

The term of this agreement shall be from July 26, 2018 to July 26, 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 Belle Haven Youth Center, 100 Terminal Ave.
Menlo Park, CA 94025.

FIRST PARTY to provide a magic show for the youth.

CITY to provide Belle Haven Youth Center as a venue.

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. In no event shall total
payment for all services under this agreement exceed $275 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
R. Philip Ackerly

Printed Name

Phone

E-mail

City/State/Zip

Tax ID/IRS/Social Security Number*
*must match information on W-9 on file with CITY

FOR CITY OF MENLO PARK:

Rondell Howard- Recreation Coordinator

650 330-2245

Phone

Email

Derek Schweigart- Community Services Director

Date

Department

ON BEHALF OF DEREK SCHWEIGART

Date

ATTEST:

Judi A. Herren, City Clerk

Date