AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND MONKEY BUSINESS PRODUCTIONS, LLC (in the amount
$1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this ___ day of
July, 2018, by and between the CITY OF MENLO PARK, a Municipal
Corporation, hereinafter referred to as "CITY," and MONKEY BUSINESS PRODUCTIONS, LLC,
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:
One hour educational encounter

2. AGREEMENT TERM

The term of this agreement shall be from July 20, 2018 to July 20, 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 Menlo Children’s Center.

FIRST PARTY to provide baboons, capuchin monkey, snakes and other assorted animals for an one
hour educational encounter.

CITY to provide entertainment space.

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 $475 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
KEVIN KEITH
Printed Name
707-853-2741
Phone
MONKEY BUSINESS@YAHOO.COM
E-mail

Date
JULY 24, 2018

Address
101 W AMERICAN CANYON RD
SUITE 500-795
AMERICAN CANYON CA 94503
City/State/Zip

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

FOR CITY OF MENLO PARK:

Angelina Banda, Recreation Coordinator
650-330-2262
Phone
ARBANDA@MENLOPAK.ORG
Email
Derek Schweigart, Community Services Director

Date
7/20/18

Department

Date
7/23/18

ATTEST:

Judi A. Herren, City Clerk

Date
7/23/18
INVOICE

BILL TO:
Da'Shawn Williams
Menlo Children's Center
Senior Programs Assistant
801 Laurel St
Menlo Park, CA 94025
650-330-2261

KMK Monkey Business Productions LLC
Kevin Keith
SSN 546-71-1189
101 W American Canyon Rd
Suite 508-395
American Canyon CA 94503

SERVICES TO BE PROVIDED
Kevin Keith agrees to provide Baboons, Capuchin
monkey, snakes and other assorted animals for a 1 hour educational encounter

EVENT LOCATION
Menlo Children's Center
801 Laurel St
Menlo Park, CA 94025

EVENT DATE/SHOWTIME
July 20, 2018
10:30 show

AMOUNT BILLED
Total $475.00

Please make check payable to:
Kevin Keith
Or
KMK Monkey Business Productions LLC