**PROFESSIONAL SERVICES AGREEMENT**

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

<table>
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<tr>
<th>Agreement #:</th>
<th>002389</th>
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**AGREEMENT FOR SERVICES BETWEEN**  
**THE CITY OF MENLO PARK AND PHOTO-MATICA (in the amount $1,000 or less)**  

THIS AGREEMENT made and entered into at Menlo Park, California, this 31 day of July, 2018, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and PHOTO-MATICA, 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:

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<tr>
<th>1. SERVICES TO BE PERFORMED BY FIRST PARTY</th>
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| In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform the following services for the CITY:  
Photo booth services from 5:30 p.m. – 8 p.m. |

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<th>2. AGREEMENT TERM</th>
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<tr>
<td>The term of this agreement shall be from August 16, 2018 to August 16, 2018 unless mutually agreed upon by CITY and FIRST PARTY in writing.</td>
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<th>3. LOCATION AND PROVISIONS</th>
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| Location(s) where services are to be provided is/are Santa Cruz Ave and El Camino Real, Menlo Park, CA 94025.  
FIRST PARTY to provide photo booth enclosure, photo capture, and printing services.  
CITY to provide Stage and audio equipment. |

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<th>4. COMPENSATION AND PAYMENT</th>
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<td>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 credit card. In no event shall total payment for all services under this agreement exceed $699 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.</td>
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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

DOUG ELLINGTON

Printed Name

415-637-7075

Phone

DOUG@PHOTO-MATIC.COM

E-mail

Date

7/20/18

Address

3542 FRUITVALE AVE #127

City/State/Zip

OAKLAND, CA 94602

Tax ID/IRS/Social Security Number*

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

FOR CITY OF MENLO PARK:

Matthew L. Milde, Interim Recreation Supervisor

(650) 350-2283

Phone

milmilde@menlopark.org

Email

Derek Schweigart, Community Services Director

Date

7/31/18

Department

CST

Date

7/31/18

ATTEST:

Judi A. Herman, City Clerk

Date

8/2/18