# PROFESSIONAL SERVICES AGREEMENT

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

<table>
<thead>
<tr>
<th>Agreement #:</th>
<th>002706</th>
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</thead>
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## AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF MENLO PARK AND PARTY CREATIONS (in the amount $1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this **26** day of *June*, **2019**, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and PARTY CREATIONS, 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 three face painters from 11:45 a.m. to 2:30 p.m.

## 2. AGREEMENT TERM

The term of this agreement shall be from July 4, 2019 to July 4, 2019 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 Burgess Park, 701 Laurel Street, Menlo Park, CA.

FIRST PARTY to provide three face painters from 11:45 a.m. - 2:30 p.m. at Fourth of July Celebration.

CITY to provide three tables, two "ez-up" tents, and one hand/paint wash station with water.

## 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, once services are rendered. In no event shall total payment for all services under this agreement exceed $900 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

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

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.
This agreement is not valid until signed by both parties.

FOR FIRST PARTY:

Signature
Judy Ruiz

Date
June 19, 2019.

Printed Name
Mayra Lombera

Address
400 Blossom Hill Rd.
San Jose, CA 95123

Phone
(408) 892-7590

City/State/Zip

E-mail
partycreation2@sanose.org

FOR CITY OF MENLO PARK:

Signature

Date
6/24/19

Mayra Lombera, Recreation Coordinator

Community Services

650 330-2223

Department

Phone

6-24-19

Email

Todd Zeo, Recreation Supervisor

ATTEST:

Signature

Date
6/26/19

Judi A. Herren, City Clerk

6/24/19
**PARTY CREATIONS**

ELVA RUIZ/PARTY CREATIONS
‘240 BLOSSOM HILL ROAD *SAN JOSE CA* 95123
408.892.7590

**EVENT:** JULY 4, 2019  
**NAME:** CITY OF MENLO PARK  
**TELEPHONE:** 650-330-2223  
**DATE:** THURSDAY JULY 4 2019  
**LOCATION:** BURGESS PARK, MENLO PARK, CA 94025  
**START TIME:** 1145AM TO 230PM  
**SERVICE:** FACE PAINTING  
**RATE:** $900.00

PLEASE COMPLETE THE BOTTOM PORTION OF THIS MEMO AGREEMENT/INVOICE. A NON REFUNDABLE $50 DEPOSIT IS DUE, DEPOSIT CAN BE SENT BY:

VENMO: (USERNAME: Elva-Ruiz-4) AND EMAIL THE SIGNED MEMO AGREEMENT. 
USMAIL: MAIL A CHECK/MONEY ORDER WITH A COPY OF THE SIGNED DEPOSIT WILL BE APPLIED TO THE TOTAL COST, THE BALANCE OF 250.00 WILL BE DUE IN CASH AT THE END OF THE SERVICE HOUR.

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<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>1.</td>
<td>Face Painter</td>
<td>3</td>
<td>300.00</td>
<td>300.00</td>
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**PLEASE PAY THIS AMOUNT:** $900.00

**Elva Ruiz**, Owner  Lic. #2435210596

I knowingly release, indemnify, hold harmless, and discharge The following persons and entities: party creations of San Jose, Ca and the officers, members, directors, employees, representatives, independent contractors and agents (“releases”) of any and all of the above in connection with any claim arising from or in any way connected with my participation in servicing the above activity (ies) at the said location or, whenever or however they occur and for such period said activities may continue. I agree not to bring any claim against releases, which claims concern in any way death, injury, damage, or loss of any type or nature, which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at or spectating at the said event, and/or which arise out of or are connected in any way with my use of, or my presence at the facility (ies) at which (those) activities held, whether injury, death or disability, loss or damage is caused in whole or in part by negligence, gross carelessness, or other acts or failure to act of those persons or entities. I hereby affirm and acknowledge that I have read this document. I hereby affirm and acknowledge that I understand its contents and agree to be bound thereby as the host of the event. I hereby fully assume the risks of injury, disability, death, or loss or damage to person or property inherent in, and/or in any way connected with, attending, participating in, and spectating at the event at the facilities even if arising from the negligence of other persons executing a similar waiver and release from liability.

Print Name: [Signature] Date: 6/17/14

Address: 600 NIMA ST, MENLO PARK, CA 94025 Apt: Phone No: 650 330-2228

Thank you for your business!!!!