

PROFESSIONAL SERVICES AGREEMENT

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



Agreement #2842
<p>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND PARTY JUMP & THRILL ZONE ENTERTAINMENT (in the amount \$1,000 or less)</p>
<p>THIS AGREEMENT made and entered into at Menlo Park, California, this <u>11/25/2019</u>, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and PARTY JUMP & THRILL ZONE ENTERTAINMENT, hereinafter referred to as "FIRST PARTY."</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
<p>1. SERVICES TO BE PERFORMED BY FIRST PARTY</p>
<p>In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform the following services for the CITY: Deliver inflatable snow globe with a technician for four hours from 7:30 a.m. to 11:30 a.m. at the Arrillaga Family Recreation Center</p>
<p>2. AGREEMENT TERM</p>
<p>The term of this agreement shall be from December 7, 2019 to December 7, 2019 unless mutually agreed upon by CITY and FIRST PARTY in writing.</p>
<p>3. LOCATION AND PROVISIONS</p>
<p>Location(s) where services are to be provided is/are Arrillaga Family Recreation Center.</p> <p>FIRST PARTY to provide inflatable snow globe with a technician.</p> <p>CITY to provide location.</p>
<p>4. COMPENSATION AND PAYMENT</p>
<p>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 \$899 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.</p>

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.

SIGNATURE PAGE TO FOLLOW

This agreement is not valid until signed by both parties.

FOR FIRST PARTY:

DocuSigned by:
Carmen Garcia-Contreras
702074C29BFB4A5...
Signature

11/25/2019

Date

Carmen Garcia-Contreras

Address

Printed Name

Address

Phone

City/State/Zip

Phone

City/State/Zip

bill@partyinteractive.com

E-mail

FOR CITY OF MENLO PARK:

DocuSigned by:
Mayra Lombera
A3D9D29272DE404...
Mayra Lombera, Recreation Coordinator

11/25/2019

Date

650-330-2223

Community Services

Phone

Department

Email
DocuSigned by:
Todd Zeo
7EE7621DEB514F1...
Todd Zeo, Recreation Supervisor

11/25/2019

Date

ATTEST:

DocuSigned by:
Judi A. Herren
39280A20D0BE491...
Judi A. Herren, City Clerk

11/25/2019

Date

P.O.Box 781
Santa Rosa, CA 95402
707-528-7529

Invoice # **27659**

Party Date Sat., 12/7/2019

Bill To: City of Menlo Park

Mailing Address

CA

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	Human Snow Globe	799	799
1	Delivery fee	100	100

Payment due by: \$450 due by 11/15/19
\$449 due upon delivery

Sub Total \$899

Discount

Amount Paid

Running Total **\$899**

I agree to the above conditions of the contract: _____

Print Name: _____

City of Menlo Park