

# PROFESSIONAL SERVICES AGREEMENT

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



<b>Agreement #:</b>	2906
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND JEREMY SHAFER (in the amount \$1,000 or less)</b>	
<p>THIS AGREEMENT made and entered into at Menlo Park, California, this <u>2/24/2020</u>, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and JEREMY SHAFER, 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>	
<b>1. SERVICES TO BE PERFORMED BY FIRST PARTY</b>	
<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: Juggling entertainment for one hour at Burgess Park for egg hunt event.</p>	
<b>2. AGREEMENT TERM</b>	
<p>The term of this agreement shall be from April 11, 2020 to April 11, 2020 unless mutually agreed upon by CITY and FIRST PARTY in writing.</p>	
<b>3. LOCATION AND PROVISIONS</b>	
<p>Location(s) where services are to be provided is/are Burgess Park, 701 Laurel Street, Menlo Park, CA 94025.</p> <p>FIRST PARTY to provide Juggling entertainment for one hour.</p> <p>CITY to provide the location.</p>	
<b>4. COMPENSATION AND PAYMENT</b>	
<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 \$400 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:  
  
004453FEFFAC4DB

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Signature

Jeremy Shafer

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Printed Name

510-847-0609

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Phone

jeremy@barf.cc

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E-mail

2/18/2020

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Date

Address 1642 Grant St

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Address

Berkeley, CA 94703

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City/State/Zip

**FOR CITY OF MENLO PARK:**

DocuSigned by:  
  
A3D9D28272DE404...

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Mayra Lombera, Recreation Coordinator

650-330-2223

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Phone

mLombera@menlopark.org

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Email

2/19/2020


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Date

Community Services

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Department

DocuSigned by:  
  
7FE7621DEB514F1...

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Todd Zeo, Recreation Supervisor

2/24/2020

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Date

**ATTEST:**

DocuSigned by:  
  
39280A20D0BE491

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Judi A. Herren, City Clerk

2/24/2020

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Date

# Invoice

**DATE: February 7th, 2020**

Invoice Number: 04112020



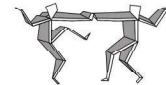
**JEREMY SHAFER**

**Jeremy the Juggler and Origamist**

cell (510) 847-0609

1642 Grant Street

Berkeley, CA 94703



jeremy@barf.cc  
www.jeremyevents.com



www.youtube.com/jeremyshaferorigami

**To:**

Attn: Matthew D. Abenojar  
City of Menlo Park  
Arrillaga Family Gymnasium  
700 Alma St.  
Tel 650-330-2228  
MenloPark, CA 94025  
menlopark.org

DATE SERVICE SERVED	DESCRIPTION	FEE
Saturday, April 11, 2020 10:30am-11:30am	Entertainment for City of Menlo Park Egg Hunt  Location:  Burgess Park 701 Laurel St, Menlo Park, CA 94025  You may request that Jeremy extend the entertainment on the day of the event at \$100 per extra half-hour	\$400
		<b>Total: \$400</b>

Payment to be made by check on day of event upon conclusion of entertainment.  
Please make check payable to Jeremy Shafer.

**THANK YOU FOR SUPPORTING LOCAL ARTISTS!**

