

PROFESSIONAL SERVICES AGREEMENT

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



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| Agreement #: 2916 |
| AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND TRUTH CONSULTING TRAINING (in the amount \$1,000 or less) |
| <p>THIS AGREEMENT made and entered into at Menlo Park, California, this <u>3/2/2020</u>, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and TRUTH CONSULTING TRAINING, 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> |
| 1. SERVICES TO BE PERFORMED BY FIRST PARTY |
| <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: To provide training to all child care staff at child care retreat.</p> |
| 2. AGREEMENT TERM |
| <p>The term of this agreement shall be from March 6, 2020 to March 6, 2020 unless mutually agreed upon by CITY and FIRST PARTY in writing.</p> |
| 3. LOCATION AND PROVISIONS |
| <p>Location(s) where services are to be provided is/are Onetta Harris Community Center, 100 Terminal Ave, Menlo Park.</p> <p>FIRST PARTY to provide to all child care staff at child care retreat.</p> <p>CITY to provide location.</p> |
| 4. COMPENSATION AND PAYMENT |
| <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 \$625 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

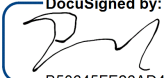
Agreement includes supplemental information attached: YES NO

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:

B50645FE26AD446...

 Signature
 shailek chappill-nichols

 Printed Name
 408-717-1805

 Phone
 truthedconsult@gmail.com

 E-mail

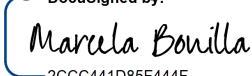
3/2/2020

 Date
 2966 Sunwood Dr

 Address
 San Jose CA 95111

 City/State/Zip

FOR CITY OF MENLO PARK:

DocuSigned by:

2CCC441D85F444F...

 Marcella Bonilla
 650-330-2260

 Phone
 MBonilla@menlopark.org

3/2/2020

 Date
 Community Services

 Department

DocuSigned by:


4030CA43C89D4C7...

 Natalie Bonham, Recreation Supervisor

3/2/2020

 Date

ATTEST:

DocuSigned by:

39280A20D0BE491...

 Judi A. Herren, City Clerk

3/2/2020

 Date

Truth Consulting Training and TA Services



**Memorandum of understanding between
Shalek Chappill and City of Menlo Park.**

Proposed Scope of Work:

It is hereby agreed that, Shalek Chappill-Nichols, referenced here after as “consultant”, will provide Training for Teacher Event.

Training Title: Effective ways to build a strong classroom community

Training Details:

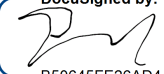
Often time’s teachers are face with students from all walks of life. This workshop will use different hands-on activities that can be used to promote effective social and emotional learning environment in the classroom. We will explore the major social emotional skills (empathy, confidence, develop relationships, concentration and persistence, effectively communicate emotions, be attentive, solve a social problems, and self-regulation) using literacy, math, science, and art activities. Teacher will have the opportunity to learn ways to have a meaningful relationship that will promote a positive environment to create a successful learning experience.

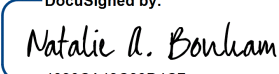
Consultant will be compensated at the following rates for services. All rates are inclusive of travel and materials expenses.

| Services | Rate | Estimated total |
|--|--|-----------------|
| -Training -March 6th, 2020- 9:30am-12:00pm | 250.00 per hour (2.5 hours) | \$625.00 |
| Expenses | Travel and supporting materials included | |
| Total | | \$625.00 |

Total proposed service will not exceed \$625 in the year without prior details or discussion. Payment will be made before first day or on the first day of service. All fees payable to Shalek Chappill.

This Memorandum of Understanding is signed and agreed to by the following parties:

DocuSigned by:

 3/2/2020
B50645FE26AD446...
 Shalek Chappill-Nichols, Consultant Date

DocuSigned by:

 3/2/2020
4030CA43C89D4C7...
 Nadine Bonham, Recreation Supervisor Date