

SERVICES AGREEMENT

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



Agreement #: 3025

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND MISTERSOFTEENORCAL (in the amount \$1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 7/23/2020,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and MISTERSOFTEENORCAL, 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:
An hour of service including ice cream cones and toppings.

2. AGREEMENT TERM

The term of this agreement shall be from July 28, 2020 to July 28, 2020 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 801 Laurel Street, Menlo Park, CA.

FIRST PARTY to provide ice cream service, cones and toppings.

CITY to provide parking location.

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 electronic payment. In no event shall
total payment for all services under this agreement exceed \$327 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.

SIGNATURE PAGE TO FOLLOW

This agreement is not valid until signed by both parties.

FOR FIRST PARTY:

DocuSigned by:

2ECE474BE85540C...

Signature

Paula Tam

Printed Name

Phone

Phone

info@mistersofteenorca1.com

E-mail

7/23/2020

Date


Address

Address

City/State/Zip

City/State/Zip

APPROVED AS TO FORM:

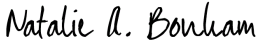
DocuSigned by:

CD6C53C794F6491...

Cara E. Silver, Interim City Attorney

7/23/2020

Date

FOR CITY OF MENLO PARK:

DocuSigned by:

4030CA43C89D4C7...

Natalie Bonham, Project Manager

650-330-2216Phone

Phone

nabonham@menlopark.org

7/23/2020

Date

LCS

Department

DocuSigned by:

4030CA43C89D4C7...

Natalie Bonham, Recreation Supervisor

7/23/2020

Date

ATTEST:

DocuSigned by:

30280A20D0BE401...

Judi A. Herren, City Clerk

7/23/2020

Date



MisterSofteeNorCal

1643 Rogers Avenue | San Jose, California 95112
 8885876383 | info@mistersofteenorcal.com | www.mistersofteenorcal.com

RECIPIENT:

Brooklyn Jones

801 Laurel Street
 Menlo Park, California 94025

Quote #132	
Sent on	Jun 30, 2020
Total	\$327.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Private	An hour of service including the ice cream cones and toppings.	1	\$300.00	\$300.00

A deposit of \$81.75 will be required to begin.

Jun 30, 2020
 Date

Dashawn Williams
 Client Signature

Subtotal	\$300.00
General (9.0%)	\$27.00
Total	\$327.00

Tuesday July 28th, 1pm -2pm

*Please note that if your event area is expecting greater than 93F degree temperatures we reserve the right to cancel our attendance for your event. We don't take this lightly but our equipment does have issues at high temperatures. We will always do our best to attend if the high



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Notes Continued...

temperatures are in question.

This quote is valid for the next 2 days, after which values may be subject to change.