

SERVICES AGREEMENT

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



Agreement #: 3014

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 9/2/2020,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and HAPPY BIRDS, 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:
Bird show.

2. AGREEMENT TERM

The term of this agreement shall be from July 29, 2020 to July 29, 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 via virtual platform, Zoom.

FIRST PARTY to provide bird show.

CITY to provide attendees and virtual platform.

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 credit card. 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.

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:

4A55B30D48CB43E...

Signature

Julie Cardoza

Printed Name

4082680778Phone

Phone

birdshow@happybirds.com

E-mail

7/28/2020

Date


PO Box 1026

Address

San Martin ca 95046

City/State/Zip

APPROVED AS TO FORM:


DocuSigned by:

CD8C53C794F6491...

Cara E. Silver, Interim City Attorney

8/3/2020

Date

FOR CITY OF MENLO PARK:

DocuSigned by:

E3088703E0064D3...

Rondell Howard, Recreation Coordinator

650-330-2245

Phone

RDHoward@menlopark.org

Email

DocuSigned by:

4AC0147A850245D...

Natalya Jones, Recreation Supervisor

8/3/2020

Date

LCS

Department

9/2/2020

Date

ATTEST:

DocuSigned by:

39280A20D0BE491...

Judi A. Herren, City Clerk

9/2/2020

Date

From: Happy Birds <invoicing@messaging.squareup.com>
Sent: Wednesday, July 1, 2020 4:43:12 PM
To: Jones, Brooklyn A
Subject: You received a new invoice (#072920mc)

CAUTION: This email originated from outside of the organization. Unless you recognize the sender's email address and know the content is safe, DO NOT click links, open attachments or reply.

Happy Birds

New Invoice

\$400.00

Due on July 16, 2020

Pay Invoice

Summer Camp, 30-minute Programs Virtual

Invoice #072920mc

July 1, 2020

Bill To

Menlo Childrens Center Virtual

BAJones@menlopark.org

Virtual show Balance due is one day prior to the scheduled date.

An On Location show balance can be paid after the

show.

Note: Tipping is optional-And an invoice can be created after the show if preferred.

Thank you! We appreciate your business.

Summer Virtual Happy Birds Show	\$225.00
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Program includes six performing parrots and will be shared via a live video feed on a scheduled date and time. The performance will be about 30 minutes in length and includes personal touches live interaction with the birthday child to make the occasion extra special. After the show, audience members are welcome to ask questions and see some of the birds up close. Cost: \$225 (about 45 min total)

additional show same day	\$175.00
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Subtotal	\$400.00
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Total Due	\$400.00
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Happy Birds

birdshow@happybirds.com

408-268-0778

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