

SERVICES AGREEMENT

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



Agreement #: 3016

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 10/5/2020,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and ACKERLY ENTERTAINMENT, 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: Magic show.

2. AGREEMENT TERM

The term of this agreement shall be from July 8, 2020 to July 8, 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 100 Terminal, Menlo Park, CA.

FIRST PARTY to provide Magic show.

CITY to provide 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 credit card. In no event shall total
payment for all services under this agreement exceed \$350 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:

703F1EA3E99F4A2...

Signature

Phil Ackerly

Printed Name

4082468422

Phone

phil@MakePhilAppear.com

E-mail

8/26/2020

Date

2509 ramke pl

Address

santa clara ca 95050

City/State/Zip

APPROVED AS TO FORM:

DocuSigned by:

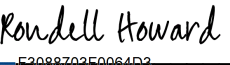
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Cara E. Silver, Interim City Attorney

8/26/2020

Date

FOR CITY OF MENLO PARK:

DocuSigned by:

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Rondell Howard, Recreation Coordinator

650-330-2245

Phone

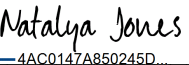
RDHoward@menlopark.org

8/26/2020

Date

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Department


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Natalya Jones, Recreation Supervisor

10/5/2020

Date

ATTEST:

DocuSigned by:

30280A20D0BE401...

Judi A. Herren, City Clerk

10/5/2020

Date



Ackerly Entertainment

Comedy, Magic & Fun - all wrapped in one!

2509 Ramke Place Santa Clara, CA 95050

408.246.8422

phil@MakePhilAppear.com

INVOICE

Bill to:

Rondell Howard
Belle Haven Youth Center
100 Terminal Ave.
Menlo Park, CA 94025

650-330-2297

Invoice Date: Jun. 28, 2020

Invoice No: 20-0708MP

Purchase Order # n/a

Date of Services: Jul 8, 2020

Amount Due: \$350.00

Remit to:

Ackerly Entertainment
2509 Ramke Place
Santa Clara, CA 95050
TEL # (408) 246-8422
EMAIL: ackerlymagic@gmail.com

Ship to:

Ackerly Entertainment
2509 Ramke Place
Santa Clara, CA 95050

Services:

Entertainment Services,
(2) 35-min Shows
7/8/20 1PM

TERMS: NET DUE DAY OF EVENT

PLEASE MAKE CHECKS PAYABLE TO: ACKERLY ENTERTAINMENT