

# SERVICES AGREEMENT

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



Agreement #: 3090

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 11/6/2020,  
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as  
"CITY," and NATHANIEL SEGAL, 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 for Halloween Hoopla via Zoom  
on October 30, 2020 from 5:15 p.m. to 5:40 p.m.

### 2. AGREEMENT TERM

The term of this agreement shall be from October 30, 2020 to October 30, 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 Zoom.

FIRST PARTY to provide entertainment as magician for Halloween Hoopla.

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 check. In no event shall total  
payment for all services under this agreement exceed \$425 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:

*Nathaniel Segal*

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Signature

Nathaniel Segal

Printed Name

(510) 932-3475

Phone

magicalnathaniel@gmail.com

E-mail

11/5/2020

Date

11424 Killion St. #4

Address

North Hollywood, CA 91601

City/State/Zip

**APPROVED AS TO FORM:**

DocuSigned by:

*Cara E. Silver*

CD6C53C794E6491

Cara E. Silver, Interim City Attorney

11/5/2020

Date

**FOR CITY OF MENLO PARK:**

DocuSigned by:

*Mayra Lombera*

A3D9D29272DE404

Mayra Lombera, Program Assistant

11/5/2020

Date

(650) 330-2223

Phone

mlombera@menlopark.org

Email

*Sean Reinhart*

45C048B9664E4B5...

Sean Reinhart, Library and Community Services Director

11/6/2020

Date

Library and community services

Department

**ATTEST:**

DocuSigned by:

*JAA*

39280A20D0BE491...

Judi A. Herren, City Clerk

11/6/2020

Date

10/21/2020

Magicalnathaniel@gmail.com  
www.MagicalNathaniel.com

Nathaniel Segal  
DBA Magical Nathaniel  
11438 Killion St #4  
North Hollywood, CA 91601  
(510) 932-3475

**Magic Invoice**

Invoice To: Mayra Lombera  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
(650) 814-6056

Invoice #: 876

**Invoice Info:**

One 25-minute Virtual magic show for Mayra Lombera for the Halloween Hoopla event on Friday, October 30th, 2020 at 5:15 PM (PST)

Magic Show -----\$425

Total -----\$425

Due -----\$425

**Please make checks payable to Nathaniel Segal.**

Thank You! I look forward to entertaining your guests!