

PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 002657

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND REWIND (in the amount \$5,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 14 day of May, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and REWIND, hereinafter referred to as "FIRST PARTY."

It is agreed between the CITY and FIRST PARTY 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 all the services for the City of Menlo Park as set forth in Exhibit "A," Scope of Services, attached hereto.

2. AGREEMENT TERM

The term of this agreement shall be from August 7, 2019 to August 7, 2019 unless mutually agreed upon by CITY and FIRST PARTY in writing.

3. COMPENSATION AND PAYMENT

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A." Payments shall be monthly for the invoice amount or such other amount as approved by CITY. City shall have the discretion to approve the invoice and the work completed statement. 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. In no event shall total payment for all services under this agreement exceed \$1,200 unless mutually agreed upon in writing by the CITY and FIRST PARTY.

4. RELATIONSHIP OF THE PARTIES

FIRST PARTY agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City of Menlo Park and that FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.

5. INSURANCE AND INDEMNITY

1. General liability insurance:

FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than one million dollars (\$1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than one million dollars (\$1,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than one million dollars (\$1,000,000) per occurrence in respect to damage to property. CITY shall be named as an additional insured on Contractor's commercial general liability insurance policy FIRST PARTY shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, before commencing work.

2. Automobile liability insurance:

The FIRST PARTY shall maintain automobile liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each occurrence combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars, (\$300,000) property damage. To the full extent permitted by law FIRST PARTY agrees to defend, indemnify and hold CITY, its employees, agents, officials, and officers, harmless from any and all claims, liability for damages caused by contractor's negligent performance of services under this agreement.

3. Professional liability insurance:

FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

4. Indemnity:

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.

6. NON-ASSIGNABILITY

FIRST PARTY shall not assign this agreement or any portion thereof to a third party without the prior written consent of CITY, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this agreement.

7. TERMINATION OF AGREEMENT

The CITY may, at any time, terminate this agreement, in whole or in part, for the convenience of CITY, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by FIRST PARTY under this agreement shall become the property of the CITY upon FIRST PARTY'S receipt of final payment and shall be promptly delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such materials. FIRST PARTY shall be entitled to receive payment for work/services provided before termination of the agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the agreement.

This agreement is not valid until signed by both parties.

FOR FIRST PARTY:



Signature

MICHAEL ROD

Printed name

82-3899694

Tax ID#

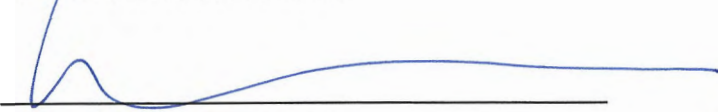
5/16/2019

Date

PARTNER

Title

APPROVED AS TO FORM:



William L. McClure, City Attorney

5/22/19

Date

FOR CITY OF MENLO PARK:


Derek Schweigart, Community Services Director

5/14/19

Date

ATTEST:


Judi A. Herren, City Clerk

5/23/19

Date

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



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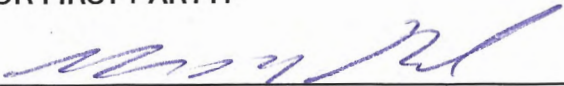
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FOR FIRST PARTY:



Signature

1/16/2019

Date

MICHAEL ROY

Printed name


PARTNER

Title

82-3899694

Tax ID#

APPROVED AS TO FORM:



William L. McClure, City Attorney

5/22/19

Date

FOR CITY OF MENLO PARK:



Derek Schweigart, Community Services Director

5/14/19

Date

ATTEST:



Judi A. Herren, City Clerk

5/23/19

Date



Rewind Band

Entertainment

Invoice # 100

Date: 2/13/2019

Bill To

Mayra Lombera | City of Menlo Park
600 Alma St., Menlo Park, CA 94025
650-330-2223

For

Summer Concert Series 2019

Item Description	Amount
Music for Summer Concert from 6:30-8pm	\$1,200.00

Subtotal	\$1,200.00
Tax Rate	
Other Costs	
Total Cost	\$1,200.00

Thank you for your business!