

PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 002690

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 13 day of June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and KAREN WIGGINS-DOWLER, 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:
To provide program quality improvement through staff coaching and training regarding instructional support, teacher-child interaction, and curriculum development per the quality rating improvement scale (QRIS).

2. AGREEMENT TERM

The term of this agreement shall be from June 3, 2019 to August 31, 2019 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 City of Menlo Park Belle Haven Child Development Center.

FIRST PARTY to provide program quality improvement through staff coaching and training regarding instructional support, teacher-child interaction, and curriculum development.

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 \$850 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:

Karen S. Wiggins-Dowler
Signature

6/13/2019
Date

Karen Sue Wiggins-Dowler
Printed Name

663 Imperial Drive
Address

(650) 483-4918
Phone

Pacifica, CA 94044
City/State/Zip

karen.suewigginsdowler@gmail.com
E-mail

FOR CITY OF MENLO PARK:

C L
Carmen Lo, Recreation Coordinator

6/13/19
Date

650-330-2272
Phone

Community Services: Childcare
Department

cklo@menlopark.org
Email

[Signature]
Derek Schweigart, Community Services Director

6/13/19
Date

ATTEST:

[Signature]
Judi A. Herren, City Clerk

6/17/19
Date



ProFiling History and Development
Kären Wiggins-Dowler, Consultant
Email: karen.suewigginsdowler@gmail.com
663 Imperial Drive
Pacifica, CA 94044

Proposal for continued coaching for Belle Haven Child Development Center:

Scope of Work: Continue quality improvement coaching, training, and coordination with the staff at the Belle Haven Child Development Center, concentrating on Instructional Support, Curriculum Development, and Teacher-Child Interactions.

Compensation: The City of Menlo Park will compensate the Consultant in accordance with the hourly fee of \$85.00 which covers both the direct and indirect costs of the Consultant. The Consultant is an independent contractor and therefore the Consultant shall be solely responsible for all social security, tax, disability, and other State and Federal assessments.

Hours of Work: Consultant services will be performed during regular business hours, unless mutually agreed otherwise. The Consultant will coach the staff for 10 hours for a total compensation of \$850.00 during the present 2018-2019 school year.

Indemnification: The Consultant agrees to indemnify, defend and hold the City of Menlo Park harmless against any liability arising out of or related to any breach or failure of the Consultant to perform any of the representations and agreements.

Respectfully submitted,

Kären Sue Wiggins-Dowler

Kären Sue Wiggins-Dowler

BUSINESS - PROFESSION - TRADE LICENSE

The person, firm or corporation named below is granted this certificate pursuant to the provisions of the City Business Tax Ordinance. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

Business Name: Profiling History & Development

Business Location: 663 Imperial Drive
Pacifica, CA 94044

1st Owner Name: Karen S. Wiggins-dowler

2nd Owner Name:

PROFILING HISTORY & DEVELOPMENT
663 IMPERIAL DRIVE
PACIFICA CA 94044

CITY OF PACIFICA

170 Santa Maria Avenue
Pacifica, CA 94044
(650) 738-7392

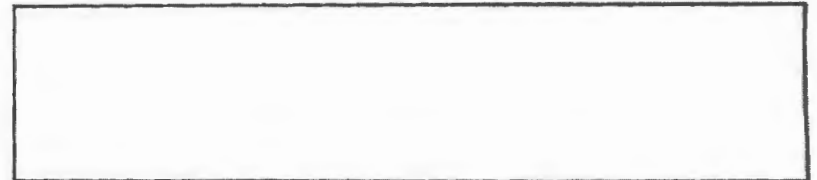
BUSINESS LICENSE #: 02421

Business Type: 065

Description: SELLING ASSESSMENT FOLDERS

Effective Date: January 22, 2019

Expiration Date: October 31, 2019



Assistant City Manager

TO BE POSTED IN A CONSPICUOUS PLACE - NOT TRANSFERABLE