

PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 002716

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND MAD SCIENCE OF THE BAY AREA (in the amount \$1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 28 day of June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and MAD SCIENCE OF THE BAY AREA, 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:
Science experiments for the youth

2. AGREEMENT TERM

The term of this agreement shall be from July 2, 2019 to July 2, 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 100 Terminal Ave. Menlo Park CA, 94025.

FIRST PARTY to provide Science experiments for Camp Menlo.

CITY to provide venue.

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 <input checked="" type="checkbox"/> NO <input type="checkbox"/> 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/> 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:

Samhita Dash
Signature

6/18/2019
Date

SAMHITA DASH
Printed Name

[Redacted]
Address

[Redacted]
Phone

CA FREMONT, CA - 94538
City/State/Zip

events@madsciencebayarea.com
E-mail

FOR CITY OF MENLO PARK:

Rondell Howard
Rondell Howard, Recreation Coordinator

6/27/2019
Date

(650) 330-2445
Phone

CSD
Department

rdhoward@menlopark.org
Email

[Signature]
Natalya Jones, Recreation Supervisor

6/28/19
Date

ATTEST:

[Signature]
Judi A. Heinen, City Clerk

7/11/19
Date

Scope of Work

Mad Science will perform a one hour show for Camp Menlo and Menlo Palooza on the following days and times:

Slime Workshop

Friday, June 28 1pm-2pm at 801 Laurel Street

Tuesday, July 2 2pm-3pm at 100 Terminal Ave

Tuesday, July 2 3:15pm-4:15pm 100 Terminal Ave

Cost of Workshop: \$425

Mad Science® is the world's leading science enrichment provider. We deliver unique, hands-on science experiences for children that are as entertaining as they are educational. Mad Science is proud to introduce millions of children to a world of discovery while sparking their imagination. Mad Science encourages scientific literacy in children in an age when science is as vital as reading, writing and arithmetic.

Mad Science camps offer a daily combination of in-class science discovery and exploration, outdoor games, and hands-on applications of the scientific principles presented. Our campers will be able to touch, see and hear what science is really all about and how it affects the world around them. We use an inquiry-based technique that allows even the youngest camper to enjoy our learning environment. Campers create a take-home project every day of Mad Science camp.

The activities in each of these camps is specifically designed for these age groups. We ask that parents adhere to the minimum age requirement of our camps. Our programs are designed to be hands-on, experiential learning opportunities. In most cases our minimum age-requirement is not about how intelligent our campers are but about what they can do! For example, in our Wacky Robots & Widgets camp, campers spend a full day of camp building robots requiring a significant amount of manual dexterity and patience. In our experience, campers younger than 7 years old are less successful and tend to struggle, therefore they do not have as much fun.

All Mad Science activities are specifically designed to be conducted in an age appropriate manner. Camp activities are comprised of large group discussion, work in small groups and individual projects. Depending on the nature of the activity our instructors typically split the campers by age to ensure the material is presented at an appropriate level. If there are different-aged children in the same camp, we may use the buddy system where the older camper will help the younger camper. However, for the most part, campers work in small groups with children of similar age.

Our camps generally have a good mix of both ages and gender, therefore your child will be paired with children their age and are likely to make new friends. All kids have fun at Mad Science, but any activity can be more fun if it is shared with a sibling or friend.