

PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 002723

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND DAN CHAN PRESENTS LLC (in the amount \$1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 9 day of July, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and DAN CHAN PRESENTS LLC, 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:
Dan Chan Presents LLC to preform magic show to Menlo Madness, Camp Menlo and Menlo Palooza camp program

2. AGREEMENT TERM

The term of this agreement shall be from July 19, 2019 to July 19, 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 Onetta Harris Community Center: 100 Terminal Ave, Menlo Park, CA 94025 and Kelly Park: 100 Terminal Ave, Menlo Park, CA 94025.

FIRST PARTY to provide Magic show performance to Menlo Madness, Camp Menlo and Menlo Palooza camp program.

CITY to provide Outdoor use of Kelly Park: 100 Terminal Ave, Menlo Park, CA 94025.

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 \$400 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:



Signature

Daniel Chan

Printed Name



Phone
danielgchan@gmail.com

E-mail

6/28/19

Date



Address

Fremont CA 94555

City/State/Zip

FOR CITY OF MENLO PARK:



Nancy Delgado, Program Assistant

650-330-2248

Phone

nadelgado@menlopark.org

Email



Derek Schweigart, Community Services Director

7/8/19

Date


Community Services

Department

7/9/19

Date

ATTEST:



Judi A. Herren, City Clerk

7/12/19

Date

Exhibit A

CITY: City of Menlo Park
EVENT: Magic Show

FIRST PARTY: Dan Chan Presents LLC
VENDOR NUMBER:
ADDRESS: 4534 Pecos Court
Fremont CA 94555

SERVICE DESCRIPTION: Dan Chan Presents LLC to preform magic show to Menlo Madness, Camp Menlo and Menlo Palooza camp program

DELIVERY DATE: Wednesday, July 19, 2019
DELIVERY TIME: 2pm
DELIVERY LOCATION: Kelly Park: 100 Terminal Ave, Menlo Park, CA 94025

PAYMENT SCHEDULE: \$400.00 check payment due upon delivery

ADDITIONAL DOCUMENTS: N/A

EXHIBIT PREPARED BY: Nancy Delgado, Program Assistant
DATE: Tuesday, July 9th 2019

NOTES: N/A

DAN CHAN PRESENTS WORLD CLASS ENTERTAINMENT!

INVOICE

415-244-2700
danchanpresents@gmail.com

4534 Pecos Court,
Fremont CA 94555
www.danchanmagic.com
www.bayareadinnershow.com

Rondell D. Howard
Recreation Coordinator
Onetta Harris Community Center 100 Terminal Ave.
tel 650-330-2245
menlopark.org
Dan & James at 12 pm on July 19th, 2019

Terms: Payment due on the date of the performance in the form of a check payable to Dan Chan Presents LLC. In the event of cancellations by client or act of God any payments will be credited to a future event. In the event of illness, accident, or act of God, a good faith substitute performer to the best of our ability will be provided.

Description	Quantity	Hourly Rate	Cost
Dan Chan Presents (Dan & James)	1	\$ 400.00	\$ 400.00
	0	\$ 0.00	\$ 0.00
		Subtotal	\$ 400.00
		Total	\$ 400.00

We look forward to wowing all of your guests!

Sincerely yours,

Dan Chan Master Magician

Terms: It is understood that tis agreement is made in good faith. In the event of illness, accident, or act of God, a good faith substitute performer to the best of our ability will be provided.