

# PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 002752

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 7 day of August, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and EAST BAY VIVARIUM, 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:  
Reptile show for the youth.

### 2. AGREEMENT TERM

The term of this agreement shall be from August 6, 2019 to August 6, 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 801 Laurel St, Menlo Park, CA 94025.

FIRST PARTY to provide a reptile show for Camp Palooza.

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 \$340 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:**

W  
Signature

Owen Maercks  
Printed Name

510.734.1452  
Phone

humanreptile@earthlink.net  
E-mail

7.28.19  
Date

1827 C 5th St. Suite C  
Address

Berkeley Ca. 94710  
City/State/Zip

**FOR CITY OF MENLO PARK:**

Rondell Howard  
Rondell Howard, Recreation Coordinator

(650) 330-2245  
Phone

rdhoward@menlopark.org

8/6/2019  
Date

OSD  
Department

Owen Maercks  
East Bay Vivarium  
1827 5th St.  
Berkeley Ca. 94710  
510-841-1400  
Tax ID # 93-1228776

5-13-19

INVOICE

BILLED TO: City of Menlo Park  
Attn: Rondell Howard

Reptile Show for 8-9-19

\$250

Mileage

85

Total due:

\$335

Thanks!

Owen Maercks