

SERVICES AGREEMENT

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



Agreement #: 002767

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND PROFILING HISTORY AND DEVELOPMENT (in the amount \$1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 13 day of August, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and PROFILING HISTORY AND DEVELOPMENT, 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:
Provide training for staff development.

2. AGREEMENT TERM

The term of this agreement shall be from August 22, 2019 to August 22, 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 Menlo Children's Center.

FIRST PARTY to provide training and necessary materials need for staff.

CITY to provide all other materials.

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 \$170 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:

Karen S. Wiggins-Dowler
Signature

8/09/2019
Date

Karen S. Wiggins-Dowler
Printed Name

[Redacted]
Address

[Redacted]
Phone

Pacifica, CA 94044
City/State/Zip

[Redacted]
E-mail

FOR CITY OF MENLO PARK:

Natalie Bunham
Enter Project Manager Name

8/13/19
Date

650-330-2242
Phone

CS
Department

nabunham@menlopark.org
Email

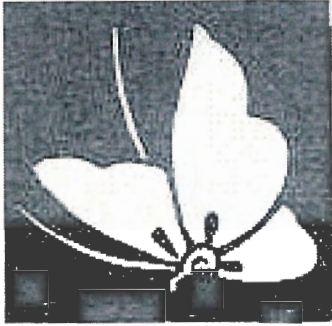
[Signature] Recreation
Supervisor
Signature Authority, Title

8/13/19
Date

ATTEST:

[Signature]
Judi A. Herren, City Clerk

8/22/19
Date



ProFiling History and Development
663 Imperial Drive
Pacifica, CA 94044

Invoice for Coaching Hours for Arrillaga Family Gymnastics Center

August 22, 2019, 1:00 pm–3:00 pm

Staff Development Training on 2015 DRDP
Total Hours: 2 hours x \$85/hr.= \$170.00

Respectfully submitted,

Kären Sue Wiggins-Dowler

Kären Sue Wiggins-Dowler *
ProFiling History and Development
650 483-4918

* is a retired member of the California Public Employees Retirement System (PERS).