

SERVICES AGREEMENT

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



Agreement #: 002768

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 20 day of August, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and PARENTS PLACE, 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 regarding special needs and behavioral issues in Child Care.

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 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 \$500 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:

Signature

[Redacted Signature]

Date

8-7-19

Printed Name

Mary Tiamzon-Lee

Address

[Redacted Address]

Phone

[Redacted Phone]

City/State/Zip

Palo Alto, CA 94301

E-mail

[Redacted E-mail]

FOR CITY OF MENLO PARK:

Project Manager Name

Natalie Bonham

Date

8/20/19

Phone

1050 330 2262

Department

CSD

Email

nabonham@menlopark.org

Signature Authority, Title

[Signature] Recreation Supervisor

Date

8/20/19

ATTEST:


Judi A. Herren, City Clerk

[Signature]

Date

8/22/19



Workshop Request and Confirmation			
Workshop Date: August 22, 2019	Day of Week: Thursday	Workshop Topic: Dealing with Children with special needs and Behavior Issues For All	
Workshop Time	<i>(Start Time): 9 am</i>		<i>(End Time): 11 am</i>
Name of Organization	Menlo Children's Center		
Workshop Address Location & Cross Street	801 Laurel St, Menlo Park, CA 94025		
Primary Contact	Natalie Bonham	Job Title	Recreation Supervisor
Email	nabonham@menlopark.org	Website	
Bus. Phone	650-330-2262	Cell Phone	1-408-569-6393
Contact (day of event)	Natalie Bonham	Phone # day of event	1-408-569-6393
Target Audience	Pre-school teachers of children 18 mos - 5 years	Anticipated # of attendees	20-25
Billing address (if different than above)	Karen Mihalek - Gymnastics 700 Laurel Street Menlo Park, CA 94025		
Invoice procedures	<i>Invoices will be mailed approximately 30 days after the presentation, unless otherwise requested</i>		
Special requests or instructions:			
How many copies of handouts should we bring? 20-25 please			
The following will be completed by Our Office and Returned as Confirmation			
	Presenter's Name & Professional Background: Shalek Chappill-Nichols, MS, Parent Educator Shalek Chappill-Nichols, M.S., provides professional development and learning for teachers and parents in the areas of mathematics, science, art, literacy, and social-emotional learning. Shalek creates and provides classroom activities, in-service trainings, seminars and workshops, conferences and curriculum materials, and resources to preschool through high school educators throughout the State of California. For more than 20 years, Shalek has supported educators to integrate technology and social-emotional learning into the classroom, to bring the California State Standards to life in their practice, and to help students learn to think creatively and critically in all educational domains.		
Presenter's Contact Info:	truthedconsult@gmail.com		
Fee	\$500		
Project Manager	Mary Tiamzon-Lee; business: 650-688-3021; maryt@jfc.org; cell: 415-385-8259		
Cancellation Policy	A two week notice is required for workshop cancellation.		
Workshop Description	Dealing with Children with special needs and Behavior Issues For All Understand challenging or "outside-the-box/push-the-limits" behaviors that may result from an underlying difference or need. Learn how to prevent, manage, and respond to aggressive behaviors including biting, hitting, and grabbing toys. Teach children appropriate strategies for expressing strong emotion and moderating impulsive reactions. Learn productive anger management techniques and strategies and how to model healthy expressions of intense emotion.		