

PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 2783

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND ELLEN SHEA dba THE MERRIE OLDE CHRISTMAS CAROLERS (in the amount \$1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 9/18/2019,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and ELLEN SHEA dba THE MERRIE OLDE CHRISTMAS, 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:
Tree lighting event musical performance for one and a half hours.

2. AGREEMENT TERM

The term of this agreement shall be from December 6, 2019 to December 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 Fremont park at the corner of University Drive and
Santa Cruz Avenue, Menlo Park, CA. .

FIRST PARTY to provide musical performance for tree lighting event.

CITY to provide stage and audio.

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 \$515 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

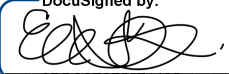
Agreement includes supplemental information attached: YES NO

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:

DocuSigned by:

9DBCC0E0F5071425...

Signature

Ellen Shea

Printed Name

650-868-3773

Phone

ellen@tmocc.com

E-mail

9/11/2019

Date

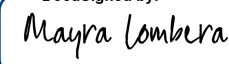
9/11/19

Address

San Carlos, CA 94070

City/State/Zip

FOR CITY OF MENLO PARK:

DocuSigned by:

A3D9D29272DE404...

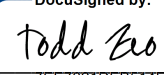
Mayra Lombera, Recreation Coordinator

650-330-2223

Phone

mlombera@menlopark.org

Email

DocuSigned by:

7EE7621DEB514F1...

Todd Zeo, Recreation Supervisor

9/11/2019

Date

Community Services

Department

9/18/2019

Date

ATTEST:

DocuSigned by:

39280A20D0BE491...

Judi A. Herren, City Clerk

9/18/2019

Date

The Merrie Olde Christmas Carolers

809 Bauer Drive - San Carlos, CA 94070

Phone 650-868-3773 FAX 650-592-5268

Email Ellen@tmocc.com

DATE: August 28, 2019

INVOICE # 636

PERFORMANCE CONTRACT

BETWEEN: "CLIENT" Mayra Lombera with City of Menlo Park

AND: Ellen Shea, dba The Merrie Olde Christmas Carolers, hereafter MOCC.

The Performance will be held on:

Date: Friday, December 6, 2019

Start: 5:30 PM

End: 7:00 PM

The location of the performance will be:

City of Menlo Park

Fremont Park

Santa Cruz Ave & Unversity Ave

INDOOR

OUTDOOR*

**In the event of inclement weather, MOCC may require optional indoor setting or accommodations for the performance.*

The performance fee will be:

Fee: \$ 515.00

Deposit:

Balance:\$ 515.00

Other specifications: RAIN OR SHINE. The stage will be covered and will have 4 microphones.

Tentative schedule (subject to change as date gets closer) 5:30 arrival, MC announcements, light tree etc., 5:40

Stars perform 5:45-6:10 MOCC 1st set, 6:10 break, 6:20-6:45 MOCC 2nd set

RECITALS:

- MOCC will provide and CLIENT agrees to pay for a costumed vocal quartet for the purpose of performing Christmas Carols.

- Break schedule: 25 minutes, no break

45 minutes, 5 minute break (ie 20 on/5 off)

1 hour-2 hour performances there will be a 10 minute break between 25 minutes sets (ie. 25 on/10 off)

Performances over 2 hours, there will be a 10 minute break every 20 minutes of singing (ie. 20 minutes on/10 off)

- CLIENT may delay start of performance by no more than 15 minutes without further penalty

- MOCC Performers shall arrive 15 minutes prior to performance time Performers may be allowed a grace period of no more than 15 minutes, to allow for unexpected or extenuating circumstances (ie major traffic problems, illness, acts of God etc) without penalty, forfeiture or reduction of fee to CLIENT

- CANCELLATION LIABILITY: Performance may be canceled no later than fifteen (15) full days prior to performance date without full charge to CLIENT. CLIENT cancellations made fifteen (15) days or fewer prior to performance date will be charged the full amount of this contract

- LATE PAYMENT: A service charge of \$10.00 will be applied if payment is not received in full within 10 days following the performance.

If payment is still not received within 30 days after the performance, an additional \$10 may be added for each week that payment is delayed.

- OVERTIME: One hundred dollars (\$100) per half hour

Date 8/28/2019

The Merrie Olde Christmas Carolers
809 Bauer Drive
San Carlos, CA 94070
Phone 650-868-3773 Fax 650-592-5268
ellen@tmocc.com
www.tmocc.com

DocuSigned by:

Mayra Lombera

A3D9D29272DE404...

Client: Mayra Lombera

City of Menlo Park
100 Terminal Ave.
Menlo Park, CA 94025
315-720-9202. (650) 330-2257

Date 9/5/2019

EMail

Please make check payable to The Merrie Olde Christmas Carolers or payment through Venmo @Ellen-Shea2

Paypal arrangements can be made for a fee.

We prefer not to take credit cards, but can make arrangements through Square for a fee.

Thank you!