This Agreement is entered into by and between the City of Menlo Park, hereinafter called City, and Silly Sally Entertainment hereinafter called Contractor, for services below $1,000.

It is hereby agreed as follows:

The Contractor makes the following representations and offers to do the work described below in accordance with the stated terms and conditions.

1. Description of work to be done: 1 hour performance (bubble show) for Egg Hunt Event.

2. Date/Time of services: April 15, 2017 at 11:30 am.

3. Locations where services will be provided: 100 Terminal Ave, Kelly Park

4. Contractor to provide the following: Entertainer, any materials needed for show

5. City to provide the following: Staff member for crowd control

6. The following shall be the terms of payment to the Contractor for services rendered:

   $350.00 for a one hour bubble show, to be paid on the day of the event.

7. ADA Compliance: The Contractor represents and certifies to City that contractor and its contracts and programs are in full compliance with the Americans with Disabilities Act (ADA) of 1990.

8. Hold Harmless: Contractor agrees to save and hold harmless the City, its officers, agents and employees and City agrees to save and hold harmless contractor, its officers, agent, and employees from any and all damage and liability of every nature, including all costs of defending any claim, caused by or arising out of the negligence or wrong doing of the other. City shall not be liable for acts of Contractor in performing services described herein.

9. Interest of Contractor: 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 Contractor shall be deemed to be an independent contractor and Contractor is not authorized to bind the City to any contracts or other obligations in executing this Agreement. Contractor certifies that no one who has or will have and financial interest under this agreement is an officer or employee of City.

10. 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.
11. Insurance: The Contractor agrees to provide the City with a photocopy of required insurance coverage as indicated in this agreement. The Contractor further agrees that the insurance policy will remain valid during the term of the contract.

   Insurance waived: Yes [ ] No [ ]

12. Termination: This Agreement may be terminated by City upon ten (10) day written notice to Contractor. Moneys then owed based upon work satisfactorily accomplished shall be paid to the Contractor. It is understood that this offer in no way constitutes a guarantee of similar terms in future contracts.

13. Agreement includes supplemental information attached: Yes [ ] No [ ]
   The Agreement supplement may include scope of work, performance riders, stage plots, etc.

The Contractor shall complete the services herein described or forfeit the right to claim any part of the compensation to which Contractor would otherwise be entitled under this Agreement.

The Contractor 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.

---

Silly Sally's Entertainment

Name of Contractor

Self-Made

Contractor's signature

Date

Phone: 650-330-2257

E-Mail: mlombera@menlopark.com

Address

City/Zip

IRS/Social Security Number:

*must match information on W-9 on file with City

Mayra Lomba

Project Manager

Signature

Date: 2/1/17

Phone: 650-330-2257

E-Mail: mlombera@menlopark.com

Department: CSD/POHC

Department Head:

Date: 3/20/17

Attest by City Clerk:

Date: 3/20/17

Rev 20160914
Exhibit A

CITY: City of Menlo Park
EVENT: 2017 Egg Hunt at Kelly Park

FIRST PARTY: Sally Monroe
VENDOR NUMBER:  
ADDRESS: 35 Agawana Road
Quincy, MA 02169

SERVICE DESCRIPTION: FIRST PARTY will provide Bubble Show for 1 hour

DELIVERY DATE: Saturday, April 15, 2017
DELIVERY TIME: 11:30 to 12:30pm
DELIVERY LOCATION: Kelly Park Field

PAYMENT SCHEDULE: $350 due after delivery

ADDITIONAL DOCUMENTS: N/A

EXHIBIT PREPARED BY: Mayra Lombera, Program Assistant
DATE: Thursday, March 16, 2017

NOTES: N/A
# Agreement Coversheet

**City Manager's Office**  
701 Laurel Street, Menlo Park, CA 94025  
tel 650-330-6640

<table>
<thead>
<tr>
<th>Project Manager: Mayra Lombera</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department: Community Services</td>
</tr>
</tbody>
</table>

- [x] Attest Only  
- [ ] Time Sensitive  
- [x] New Agreement  
- [ ] Amendment

**First Party: Sally Monroe**

**Title: Sally Monroe**

**Purpose:** Provide Bubble Show for event

<table>
<thead>
<tr>
<th>Agreement Amount: $350.00</th>
<th>Begin Date: 4/15/2017</th>
<th>End Date: 4/15/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Budget: $350.00</td>
<td>Budgeted YR: 2016-2017</td>
<td>Available Budget: $23000</td>
</tr>
</tbody>
</table>

**Required Approval:**  
- [ ] Department  
- [ ] City Manager  
- [ ] City Council

- [ ] Language Modifications  
- [ ] Approved by City Attorney

**Summary of Modifications:**

**Attachments:**  
- [x] Three (3) Agreements  
- [ ] Staff Report  
- [ ] Prior Agreement/Amendments(s) for reference  
- [x] Other (Just 1 agreement) (Route check to finance.

**Approval:**

**Supervisor**  
**Department Head**  
**Budget/Finance**

**Assistant Director or Manager**  
**City Attorney**