

# PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 2905

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 3/2/2020,  
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as  
"CITY," and JEANNE THOMAS, 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:  
Bunny entertainer for the Kelly Park egg hunt

### 2. AGREEMENT TERM

The term of this agreement shall be from April 11, 2020 to April 11, 2020 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 Kelly Park, 100 Terminal Avenue, Menlo Park, CA  
94025

FIRST PARTY to provide Bunny entertainer for meet and greet and photos for two-hours.

CITY to provide the 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 \$440 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**

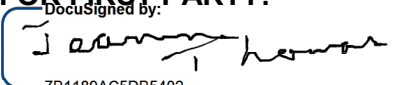
Agreement includes supplemental information attached: YES  NO

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:  
  
7B1189AG5DB5402...

Signature  
\_\_\_\_\_  
Jeanne Thomas

Printed Name  
\_\_\_\_\_  
415-242-1962

Phone  
\_\_\_\_\_  
pippijeanne@yahoo.com

E-mail  
\_\_\_\_\_

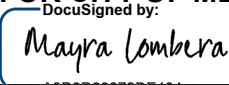
2/29/2020  
\_\_\_\_\_

Date  
\_\_\_\_\_  
6 Upper Luther Road

Address  
\_\_\_\_\_  
Red Lodge, MT. 59068


City/State/Zip  
\_\_\_\_\_

**FOR CITY OF MENLO PARK:**

DocuSigned by:  
  
A3D9D28272DE404...

Mayra Lombera, Recreation Coordinator  
\_\_\_\_\_  
650-330-2223

Phone  
\_\_\_\_\_  
mlombera@menlopark.org

Email  
DocuSigned by:  
  
7EE7621DEB514F1...

Todd Zeo, Recreation Supervisor  
\_\_\_\_\_

3/2/2020  
\_\_\_\_\_

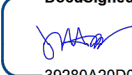
Date  
\_\_\_\_\_  
Community Services

Department  
\_\_\_\_\_

3/2/2020  
\_\_\_\_\_

Date  
\_\_\_\_\_

**ATTEST:**

DocuSigned by:  
  
38280A20D0BE491...

Judi A. Herren, City Clerk  
\_\_\_\_\_

3/2/2020  
\_\_\_\_\_

Date  
\_\_\_\_\_

JEANNE THOMAS

1-800-45-KLOWN (800-455-5696)

# PIPPI THE CLOWN

PIPPITHECLOWN.COM / PIPPIJEANNE@YAHOO.COM

406-446-1723 home  
6 UPPER LUTHER RD.

CELL: 415-242-1962  
RED LODGE, MT. 59068

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## INVOICE

*Specialist*

**TO:** Matthew Abenojar, Rec Coordinator, Arrillaga Family Gymnasium, 600 Alma St.

**EMAIL:** MDAbenojar@menlopark.org

**PHONE:** 650-330-2228, 650-330-2208 - Onetta Harris m-f 12 pm - 8 pm

**CONTACT:** Matthew

**CHARACTER:** BIG BUNNY

**DATE & TIME:** Saturday, April 11th; 10 AM -12 AM

**FEE FOR SERVICES:** \$440.00

**LOCATION:** Belle Haven /Onetta Harris Community Center @ park behind center  
100 Terminal Avenue, Menlo Park, Ca. 94025

101 S to East Willow exit go left then proceed to Hamilton and go Left onto Hamilton then go R on Chilco then almost immediate left onto Terminal Ave. Go all the way down, almost dead end, into parking lot, veer behind Onetta Harris by Senior Center and Kelly Park and other Parking lot.

**SPECIAL INSTRUCTIONS:** Big Bunny is really happy to be performing for this years Easter Celebration. We understand that this event will be outside. Big Bunny will be meeting & greeting as well as taking pictures near the Egg Hunt area until the egg hunt which will be around 10:30 and the last grouparound 11:15. Big Bunny will perform from 10 AM till 12 PM. He will plan to arrive about an hour early to get all dressed and set up. Big Bunny needs a room to put on his costume and someone to help him adjust his big head before he goes on and to help him out onto the field initially. He has been there for many years so he really knows what to do etc. Thanks! Eggstatically, Flopsy and Jeanne

**PLEASE SIGN & RETURN  
PLEASE MAIL CHECK TO JEANNE THOMAS  
6 UPPER LUTHER ROAD  
RED LODGE, MT 59068  
THANK YOU!**

**SIGNATURE:** Jeanne Thomas  
**DATE:** 1/25/20

*Jeanne Thomas 1/25/20*

**SIGNATURE:**  
**DATE:** 1/30/2020

*Matthew David Abenojar*