

SERVICES AGREEMENT

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



Agreement #: 002629

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 2 day of April, 2019, 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:
An entertainer dressed as a bunny for the Kelly Park egg hunt.

2. AGREEMENT TERM

The term of this agreement shall be from April 20, 2019 to April 20, 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 Burgess Park located at 701 Laurel Street, Menlo Park, CA 94025.

FIRST PARTY to provide one performer dressed as a bunny for a meet and greet and photos for 1.25 hours.

CITY to provide location, station, and one staff member for line control.

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 \$275 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:

Jeanne Thomas
Signature

1/16/19
Date

Jeanne Thomas
Printed Name

[Redacted]
Address

[Redacted]
Phone

Red Lodge, MT 59068
City/State/Zip

Pippijeanne@yahoo.com
E-mail

[Redacted]
Tax ID/IRS/Social Security Number*

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

FOR CITY OF MENLO PARK:

Mayra Lombera
Mayra Lombera, Recreation Coordinator

3/29/19
Date

650-330-2223
Phone

Community Services
Department

m.lombera@menlopark.org
Email

[Signature]
Derek Schweigart, Community Services Director

4/2/19
Date

ATTEST:

[Signature]
Judi A. Herren, City Clerk

4/5/19
Date

JEANNE THOMAS

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

PIPPY THE CLOWN

PIPPITHECLOWN.COM / PIPPYJEANNE@YAHOO.COM

406-446-1723 home
6 UPPER LUTHER RD.

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

INVOICE

TO: Mayra Lombera, Rec Coordinator, Arrillaga Family Gymnasium, 600 Alma St.

EMAIL: mlombera@menlopark.org

PHONE: 650-330-2228, 650-330-2250 - Onetta Harris m-f 12 pm - 8 pm

CONTACT: Mayra

CHARACTER: BIG BUNNY

DATE & TIME: Saturday, April 20th; between 10:15 AM - 11:30 AM

FEE FOR SERVICES: \$275

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 from 10:15 to 11:30 AM. The Egg Hunt will be around 10:30 and the last group will be at 11:15. Big Bunny will perform from 10:15 - 11:30. He will be 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. There was usually an assistant to help set up and guard the Magic Show set up and for many years it has been Raven, and she was great!....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: 1/10/19

Jeanne Thomas

SIGNATURE:

DATE:

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Jeanne Thomas</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the U.S.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 6 Upper Luther Rd</p> <p>6 City, state, and ZIP code Red Lodge, MT 59068</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
-	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ Jeanne Thomas	Date ▶ 2/25/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.