PROFESSIONAL SERVICES AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6600

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<th>Contract #:</th>
<th>Music in The Park 8/4/16</th>
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AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND Perry Thorwaldson (in the amount $5,000 or less)

This agreement made and entered into at Menlo Park, California, this 11th day of March, 2016, by
and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and
Perry Thorwaldson, hereinafter referred to as "FIRST PARTY."

It is agreed between the CITY and FIRST PARTY 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 all the services for the City of Menlo Park as set forth in Exhibit "A", Scope of Services,
   attached hereto.

2. AGREEMENT TERM

   The term of this agreement shall be from August 16, 2016 to August 16, 2016 unless mutually agreed
   upon by CITY and FIRST PARTY in writing.

3. COMPENSATION AND PAYMENT

   In consideration of the services rendered in accordance with all terms, conditions and specifications set
   forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein
   and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A". Payments
   shall be monthly for the invoice amount or such other amount as approved by CITY. City shall have the
   discretion to approve the invoice and the work competed statement. 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. In no event shall
   total payment for all services under this agreement exceed $1,160.00 unless mutually agreed upon in
   writing by the CITY and FIRST PARTY.

4. RELATIONSHIP OF THE PARTIES

   FIRST PARTY agrees and understands that the work/services performed under this agreement are
   performed as an Independent Contractor and not as an employee of the City of Menlo Park and that
   FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.