AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND DOUG MARKS (in the amount $1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 20 day of May, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and DOUG MARKS, 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:
The Other Half band performance from 5:30 p.m. – 8 p.m. during Block Party on June 12.

2. AGREEMENT TERM

The term of this agreement shall be from June 12, 2019 to June 12, 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 Santa Cruz Ave, Downtown Menlo Park, CA.

FIRST PARTY to provide musical performance by The Other Half band for 2.5 hours on June 12.

CITY to provide stage.

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 $200 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.
This agreement is not valid until signed by both parties.

FOR FIRST PARTY:

Signature

Printed Name

Phone

doug.marks@colliers.com

E-mail

Date

Address

City/State/Zip

FOR CITY OF MENLO PARK:

Mayra Lombera, Recreation Coordinator

Phone

Email

Department

Date

ATTEST:

Judi A. Herren, City Clerk

Date
From: Marks, Doug [mailto:Doug.Marks@colliers.com]
Sent: Wednesday, May 15, 2019 5:21 PM
To: Hernandez, Oscar <OIOchoa@menlopark.org>
Subject: RE: Menlo Park Block Party on June 12th

Yes, we are fine with the $200 payment. See attached signed contract. Originals to follow via US Mail

Doug

From: Hernandez, Oscar [mailto:OIOchoa@menlopark.org]
Sent: Wednesday, May 15, 2019 5:09 PM
To: Marks, Doug <Doug.Marks@colliers.com>
Subject: RE: Menlo Park Block Party on June 12th

Hi Doug,

In this case, all that means I will be attaching this email thread to the back of the agreement since there is no actual invoice. Looking at the thread we never confirmed via email the payment amount, $200 (I think we did it over the phone). Please confirm if you are agree to the payment amount.

Thank you,

Oscar Hernandez
Recreation Assistant
Arrillaga Family Gymnasium
600 Alma St.
tel 650-330-2228
menlopark.org

From: Marks, Doug [mailto:Doug.Marks@colliers.com]
Sent: Tuesday, May 14, 2019 12:37 PM
To: Hernandez, Oscar <OIOchoa@menlopark.org>
Subject: RE: Menlo Park Block Party on June 12th

Thanks Oscar.

Question –Section 11 says supplemental information is attached, but I don’t see anything. To what does that refer?

Doug

From: Hernandez, Oscar [mailto:OIOchoa@menlopark.org]
Sent: Monday, May 13, 2019 7:02 PM
To: Marks, Doug <Doug.Marks@colliers.com>
Subject: RE: Menlo Park Block Party on June 12th