AGREEMENT WITH INDEPENDENT CONTRACTOR

Purchase Order: ________________

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NOV 17 2011

City Clerk's Office

City of Menlo Park

Contractor Name and Address

Renne, Sloan, Holtzman, Sakai, LLP
350 Sansome Street, Suite 300
San Francisco, CA  94104

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with the above purchase order number indicated to:

Department: Personnel Division
Attention: Glen Kramer
Address: 701 Laurel Street
City, State, Zip: Menlo Park, CA  94025

It is agreed between the City of Menlo Park, California, hereinafter referred to as “City” and Renne, Sloan, Holtzman, Sakai, LLP, hereinafter referred to as “Contractor” as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for City in accordance with terms, conditions and specifications set forth herein and in Exhibit “A” attached hereto.

2. Contract Term. The initial term of this agreement shall be from October 19, 2011 through June 30, 2012 unless terminated earlier by the City. The City may, at its option, extend the term of this agreement on a fiscal year by fiscal year basis with the consent of the parties.

3. Payments. 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 Contractor in the manner specified herein and in Exhibit “A.” In the event that the City makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. The 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 services under this agreement exceed $50,000 (Fifty Thousand Dollars) per fiscal year.

4. Relationship of the Parties. Contractor 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 and that Contractor acquires none of the rights, privileges, powers or advantages of City employees.
5. **Hold Harmless.** Contractor agrees to indemnify and defend City, its employees, and agents, from any and all claims, damages, and liability in any way occasioned by or arising out of the Contractor’s negligent performance of this agreement.

6. **Non-assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

The personnel assigned to the City’s account shall be as determined by Contractor after consultation with the City Attorney. Contractor shall not assign others to do work under this Agreement without the consent of the City Attorney.

7. **Termination of Agreement.** The City may, at any time after ten days from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of City, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the City and shall be promptly delivered to the City. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. **Worker’s Compensation Insurance.** Contractor agrees and understands that the City does not provide Worker’s Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said taxes are the sole responsibility of the undersigned.

9. **Payment of Permits/Licenses.** Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.
Exhibit "A"

SCOPE OF WORK

Provide full representation and associated work as directed by the City Attorney on behalf of the City of Menlo Park in the defense of the lawsuit entitled:

Local 829, American Federation of State, County and Municipal Employees (AFSCME), and Local 521, Service Employees’ International Union (SEIU) v City of Menlo Park, San Mateo County Superior Court Case No. CIV508435

BILLING

Invoices shall be submitted on a monthly basis and itemized for work done in the previous month, with terms of net/30.
11. **Retention of Records.** Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

12. **Merger Clause.** This Agreement, including Exhibit “A” attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document’s date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the City. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit “A” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES**

For the City:

[Signature]
Glen G. Rojas, City Manager

Date

For the Contractor:

[Signature]
Renne, Sloan, Holtzman, Sakai, LLP

Date

93-1700480
Contractor’s Tax I.D. Number or Social Security Number

Contractor - Please complete the following:

Are you or is your firm a Disadvantaged Business Enterprise (DBE)? Yes ____ No __
A DBE is a firm that is at least 51% owned and controlled by a minority person, including a woman [regardless of her race or ethnicity])

If yes, please check the appropriate DBE category:
Latino ____ Asian & Pacific Islanders ____ African American ____ Woman ____
November 16, 2011

Glen G. Rojas, City Manager
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025-3843

Re: Agreement With Independent Contractor

Dear Mr. Rojas:

Enclosed please find fully executed Agreement With Independent Contractor. Please note there is no purchase order number on this document. Please call me if you have any questions.

Sincerely,

Zelpha Chauvin

/zc
Enclosure