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

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND Synergetic Consulting

THIS AGREEMENT made and entered into at Menlo Park, California, this _____ day of August, 2017
, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY", and Synergetic Consulting, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in
connection with that certain project called: Tidemark and The Inspection Module

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby
undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

   In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
   agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. SCHEDULE FOR WORK

   FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will
   be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work
   by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall
   hold the other responsible for damages or delay in performance caused by acts of God, strikes,
   lockouts, accidents or other events beyond the control of the other, or the other's employees and
   agents.

   FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY.
   The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used
   herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver
   to CITY all project related files, records, and materials within one month after completion of all of
   FIRST PARTY's activities required under this Agreement.

3. PROSECUTION OF WORK

   FIRST PARTY will employ a sufficient staff to prosecute the work diligently and
   continuously and will complete the work in accordance with the schedule of work approved by the
   CITY. (See Exhibit "A", Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $13,059.00 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. 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.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment, are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Ron LaFrance  
Community Development  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6723  
rjlafrance@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Janet Rought  
Synergetic Consulting  
PO Box 12154  
Reno, NV 89510  
(775) 284-3400  
janet@synconnv.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
<table>
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<tr>
<th>10. HOLD HARMLESS</th>
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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.
### 11. INSURANCE

A. **FIRST PARTY** shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the **FIRST PARTY**’s coverage to include the contractual liability assumed by the **FIRST PARTY** pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. **FIRST PARTY** shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. **Worker's Compensation and Employer's Liability Insurance:**
   - The **FIRST PARTY** shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the **FIRST PARTY** makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the **FIRST PARTY** is a Sole Proprietor).

2. **Liability Insurance:**
   - The **FIRST PARTY** shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the **FIRST PARTY**'s operations under this Agreement, whether such operations be by **FIRST PARTY** or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in aggregate, or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. **FIRST PARTY** shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. **FIRST PARTY** shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. **Professional Liability Insurance:**
   - **FIRST PARTY** shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of **FIRST PARTY** pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker's Compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. 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.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
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<tbody>
<tr>
<td>17.</td>
<td><strong>INSPECTION OF WORK</strong>&lt;br&gt;It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.</td>
</tr>
<tr>
<td>18.</td>
<td><strong>COMPLIANCE WITH LAWS</strong>&lt;br&gt;It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.</td>
</tr>
<tr>
<td>19.</td>
<td><strong>BREACH OF AGREEMENT</strong>&lt;br&gt;A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.&lt;br&gt;B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.</td>
</tr>
<tr>
<td>20.</td>
<td><strong>SEVERABILITY</strong>&lt;br&gt;The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.</td>
</tr>
<tr>
<td>21.</td>
<td><strong>CAPTIONS</strong>&lt;br&gt;The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.</td>
</tr>
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<td>22.</td>
<td><strong>LITIGATION OR ARBITRATION</strong>&lt;br&gt;In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit &quot;B&quot;, 'Dispute Resolution' attached hereto and by this reference incorporated herein.</td>
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<tr>
<td>23.</td>
<td><strong>RETENTION OF RECORDS</strong>&lt;br&gt;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.</td>
</tr>
<tr>
<td>24.</td>
<td><strong>TERM OF AGREEMENT</strong>&lt;br&gt;This Agreement shall remain in effect for the period of July 1, 2017 through June 30, 2018 unless extended, amended, or terminated in writing by CITY.</td>
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</table>
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY:

Signature
Janet Rought
Synergetic Consulting
Name
88-0445893
Tax ID#

Date
8/2/17

Operations Manager

Title

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date
9/6/17

CITY OF MENLO PARK:

Signature
Arlinda Heineck

Name

Date
8-31-2017

Department Head

Title

ATTEST:

Jelena Rosado, DEPUM

Date
9/6/17

Clay Curtin, Interim City Clerk
## A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Community Development. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

## A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

## A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

## A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Community Development Director.
A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
EXHIBIT “B” - DISPUTE RESOLUTION

<table>
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<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>B1.0</td>
<td>All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:</td>
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<tr>
<td>B2.0</td>
<td>Mediation</td>
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<tr>
<td>B2.1</td>
<td>The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.</td>
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<tr>
<td>B3.0</td>
<td>Arbitration</td>
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<tr>
<td>B3.1</td>
<td>Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.</td>
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<tr>
<td>B3.2</td>
<td>The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:</td>
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<tr>
<td>B3.3</td>
<td>Any demand for arbitration shall be written and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.</td>
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<tr>
<td>B3.4</td>
<td>The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.</td>
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<td>B3.5</td>
<td>All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.</td>
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<tr>
<td>B3.6</td>
<td>The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.</td>
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<tr>
<td>B3.7</td>
<td>Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.</td>
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<td>B3.8</td>
<td>The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.</td>
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<tr>
<td>B3.9</td>
<td>Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.</td>
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<tr>
<td>B3.10</td>
<td>The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.</td>
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</tbody>
</table>
May 30, 2017

City of Menlo Park  
Attention: Ron La France  
RJLaFrance@menlopark.org  
701 Laurel St.  
Menlo Park, CA 94025-3483

Subject: Annual Software Maintenance Service – The Inspection Module (TIM)

Dear Ron:
This letter of engagement is to confirm the Annual Software Maintenance Service and support for The Inspection Module and The Executive Summary for 7/1/2017 – 6/30/2018. The amount of the matching 5/30/17 invoice #17-0481 is for $3,059.10

The total cost is $3,059.10.

Accepted by:

[Signature]

Janet J. Rought  
Operations Manager  
Synergetic Consulting

[Signature]

Alinda Henrick  
Community Development Director  
(Name & Title)  
City of Menlo Park
Consulting and General Support Services
for Fiscal Year 2017/2018

Project Proposal
May 30-2017

Presented To:
City of Menlo Park
Attention: Ron La France, Building Official
RJLaFrance@menlopark.org
701 Laurel St.
Menlo Park, CA 94025-3483
650-330-6723  FAX 650-327-5403

Presented By:
Synergetic Consulting
Janet J. Rought
P.O. Box 12154
Reno, Nevada 89510-2154
Office: 775-284-3400
Email: janel@synconnv.com
Business Objectives
Your jurisdiction wants continued consulting and development support for the current Accela/Tidemark permitting system. Support solutions must facilitate the following processes:

- Modification of existing reports, as requested by Menlo Park staff
- Creation, testing, implementation of new reports, as defined by Menlo Park staff
- Modification of existing cases and migration of data as needed, as defined by Menlo Park staff

Consultant Experience
Synergetic Consulting has many years of experience working with municipalities across the United States. Many of those jurisdictions use, or have used, the Tidemark Advantage Permit Plan system for issuing permits.

Our staff’s extensive software implementation and development skills will deliver a system that incorporates the latest technologies to enhance the City’s current processes and minimize the impact on the City staff involved in the project.

Synergetic Consulting has completed numerous projects that range from complete analysis, design, development, and implementation of systems for organizations that produce over 10,000 building permits a year, to general support services for other communities.

We have been intimately involved in the implementation and enhancement of process management systems for a wide variety of agency types that include: Building, Planning, Engineering, Transportation, Code Enforcement, Public Works, Fire, City Clerks, Municipal Courts, Animal Control, and others.

This wide range of experience gives Synergetic Consulting’s staff the broad understanding of how municipal processes work and how to deliver the best-of-breed solutions to enhance those processes. We are able to bridge the gap between the business operations of an organization and the technical aspects required to reach a clear understanding of the project and its implementation.

Synergetic Consulting’s knowledge of the process management methodologies of virtually all departments within a municipal organization allows our staff to implement a solution that exceeds the expectations of our clients.
Consulting Services

Synergetic Consulting offers a wide range of technology oriented consulting services. We have listed many of our primary services below. Other services include: database integration to new systems, automated data entry systems, database management, and project planning.

Training
Synergetic Consulting provides both on-site and webinar-style training. Custom training can be created for your jurisdiction or department’s specific system and processes. We also can train your staff with report design and improvement, and working with triggers, scripts and specific system utilities, or process documentation.

Software Support
The software support services are designed to assist clients with use, upgrading, and support of installed applications and environments. This can include: installation, product enhancement, upgrades, interfacing to other applications, and support questions.

Report Development
Our team of developers can assist you in the needs analysis, design, and development of a wide variety of reports utilizing Crystal Reports, MS Access, and other reporting products. Our developers are experienced in designing new reports, upgrading current reports, troubleshooting non-operational reports, and improving the efficiency of reports.

Web Design and Development
Our web design and development group is focused on the development of web sites that integrate to client database applications for the retrieval, entry, and updating of live information from the client’s systems.

Data Conversion
Our analysts and developers have extensive experience in mapping and converting data from diverse systems. Our team has completed many data conversions to and from legacy systems, mainframe applications, and client-server SQL database environments.

Systems Analysis and Design
Our systems analysis services are designed to provide an in-depth problem analysis and definition for use in project feasibility and/or application development. Our analysts work with your staff to determine the needs and requirements for your system and create the final documentation for the development or implementation of the recommended solutions.
Application Development
Our team of developers can provide complete application development for a wide array of application platforms. We have experience in single and multi-user applications for stand-alone databases, client-server environments, and web-enabled systems.
Consulting and General Support Services Pricing

In order to provide our clients the most flexibility in how they utilize Synergetic’s services, we have developed three different General Services plans. These plans allow your organization to decide the level of services desired and the rate level that fits within your requirements and budget.

Synergetic Consulting provides the following three different methods for obtaining general support services:

- **Non-Contract “ad-hoc” services** – these hours do not require a contract and can be requested at any time by a client requiring assistance with their systems or developmental services. These hours will be billed at the end of each calendar month at the current non-contract services rate. Rates provided in this proposal for non-contract services are in effect at the time of this proposal and are subject to change without notice for non-contract services.

- **Graduated Usage Contract Services** – this type of contract allows your organization to start using Synergetic Consulting’s services at our lowest number of hours for contract pricing. As your organization uses service hours the pricing will automatically move to the next price break level as the hours are used and billed. There are no minimum usage requirements for this option and no commitment for a minimum number of hours.

- **Block Contract Services** – in this type of support agreement, your organization contracts for a specific minimum number of billable hours over the term of the contract in order to receive the specified rate for all those hours used.

If the number of hours used exceeds the upper hours range for the rate level quoted, the billing rate for additional hours above the selected range will move to the next lower rate in the Graduated Usage Contract Services chart.

If the minimum number of hours contracted are not used within the contract period, at the end of the contract period any hours billed at the minimum usage rate would be reverted to the applicable Graduated Usage Contract Services rate and the difference in rate for the actual hours used would be billed for the hours actually used during the contract period.
Non-Contract “ad hoc” Pricing
Non-contracted work hours are charged at $150 per hour, in quarter-hour increments, with a minimum of one hour per incident. Evening, weekend, and holiday hours are billed at $180 per hour.

On-site visits are billed at $180 per person per hour, with a 2-day minimum (2 x 8 x $180 = $2,880). $220 per hour is charged for on-site early mornings, evenings, weekends, holidays, or overtime. Standard hours are Monday-Friday 8:00 am to 5:00 PM Pacific time for off-site work and the same time range in the local time zone for on-site work.

Graduated Usage Contract Services Pricing
The Graduated Usage Contract allows your organization to start saving from the first hour used and gain additional savings as hours are used without requiring any minimum usage. As the hours get used, they are invoiced according to the range.

Both remote and on-site hours can be combined to qualify for an Hours Range level in the rate chart below:

<table>
<thead>
<tr>
<th>Hours Range</th>
<th>Remote Work Hourly Rate</th>
<th>On-Site Work Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 40</td>
<td>$125-$115</td>
<td>$150</td>
</tr>
<tr>
<td>41 – 200</td>
<td>$115</td>
<td>$138</td>
</tr>
<tr>
<td>201 – 500</td>
<td>$105</td>
<td>$126</td>
</tr>
<tr>
<td>501 – 1000</td>
<td>$90</td>
<td>$108</td>
</tr>
<tr>
<td>1001 – 2000</td>
<td>$75</td>
<td>$90</td>
</tr>
<tr>
<td>2001 – 5000</td>
<td>$70</td>
<td>$84</td>
</tr>
</tbody>
</table>

Example
Your organization issues a one-year Purchase Order with a non-to-exceed amount of $50,000 and uses the following number of hours within that year:

- The first 40 hours are billed at $125 per hour. 40 x $125 = $5,000
- The next 160 hours are billed at $115. 160 x $115 = $18,400
- The remaining hours are billed at $105. 253 x $105 = $26,565
- Actual cost of 453 hours $49,965
Block Contract Services Pricing
The Block Contract Services provide the best hourly pricing for your organization. It allows you to decide what price level you want based on the number of service hours you are willing to commit to utilizing. By signing up for a block of hours you get the listed price for duration of contract.

As listed above, there are rate adjustments for not meeting the minimum and rate decreases for hours used above the upper range of the pricing bracket.

Both remote and on-site hours can be combined to qualify for the minimum contracted hours in the rate chart below:

<table>
<thead>
<tr>
<th>Hours Range</th>
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<td>$84</td>
</tr>
</tbody>
</table>

Example
Your organization enters into a two year contract for a block of Block of hours between 1,001 to 2,000 hours at $75 per hour.

Scenario 1: During the contract period your organization uses 2,500 hours and the following amounts are billed:

First 2,000 hours are invoiced as: \[2,000 \times $75 = $150,000\]
Additional 500 hours are invoiced as: \[500 \times $70 = $35,000\]
Actual amount billed for 2,500 hours \[\$185,000\]

Scenario 2: During the contract period your organization only uses 453 hours and the following amounts are billed:

Actual utilized hours of 453 invoiced at $75 per hour \[453 \times $75 = $33,975\]
End of contract period adjustment to 201-500 rate \[453 \times $30 = $13,590\]
Actual cost of 453 hours \[\$47,565\]
Consulting and General Support Services Terms and Conditions

The following sections define Synergetic Consulting’s general terms and conditions for the services in this proposal.

General Conditions
Other than payments due upon start of a project, our normal terms have all invoices due and payable within 30-days from the date of the invoice. If the account exceeds the 30-day term on undisputed amounts and the Client is unable to commit to payment within a reasonable period of time, an interest of 1.5% per month shall be applied to the outstanding delinquent amount and the project or services may be placed on hold until the account is brought current.

Quick Pay Discount
If the invoice is fully paid within 15 days, a 2% discount may be applied to that invoice. We use a check’s postmarked date to identify the payment date.

Billing Periods
When there are more than 40 billable hours within a two week period, it will be invoiced on a bi-weekly basis. When a month contains less than 40 hours of billable hours, it will be invoiced monthly.

Consulting and General Support services are billed separately from product purchases.

Standard Work Day, Off-Site/Remote
Our standard eight-hour workdays are Monday through Friday, between 8 am and 5 pm Pacific time. Work is billed in quarter-hour increments. The next higher rate per hour is charged for early mornings, evenings, weekends, holidays, or overtime. Contracted workday times may be negotiated to comply with jurisdiction’s local time.

See “Consulting and General Support Services Pricing” for pricing rates.

On-Site Visits
The on-site visits will be scheduled with your jurisdiction and it is your responsibility to insure that all needed personnel are available for the on-site visit. On-site visits are billed per person per local workday. The next higher rate per hour is charged for early mornings, evenings, weekends, holidays, or overtime. There is a two eight-hour day minimum (2 x 8 x $180 = $2,880) for on-site visits.

See “Consulting and General Support Services Pricing” for pricing rates.
If you need to change the schedule for on-site visits, 14 days advance notice must be provided to Synergetic Consulting. On-site time is separate from Travel Expenses.

**Travel Expenses**
For any on-site work, out of the Reno-Sparks, Nevada area, or if specialists are required to travel to the Reno/Sparks area for this project, the Client will be billed for the applicable actual airfare, ground transportation (including tolls, parking, and fuel), lodging costs, and $65 per-diem per day for each Synergetic Consulting staff member required on-site. Traveling time will be charged at $50 per hour, for each Synergetic Consulting staff member required on-site.

Our best efforts will be used to find the most economical pricing for all travel costs.

**Taxes**
The client is responsible for payment of all federal, state (or provincial), and local taxes and duties (except those based on the income of Synergetic Consulting). If you are exempt from certain taxes, you need to provide Synergetic Consulting with a certificate of exemption issued by the applicable taxing authority.

**Scope Changes**
As part of Synergetic Consulting's Project Management methodology, when the scope of a project changes in any measurable way, the assigned Project Manager will complete a Scope Change document. The document will outline the nature and impact of the proposed scope change on the overall project. Before any work towards the Scope Change is started, an authorized Client Representative must sign off on the Project Change Order, acknowledging the potential time and/or cost impact on the project caused by the Scope Change.

**Source Code Licensing and Ownership**
Software source code developed specifically for the Client's projects will become the sole property of the Client.

Any Synergetic Consulting standard libraries or third-party libraries (non-customized portions of a project's code) that are utilized in the implementation of the Client's system will be licensed to the Client on a non-exclusive basis for use within the Client's organization. Your license for Synergetic Consulting libraries includes unlimited use within your organization, but not rights for selling or giving away of the Synergetic Consulting libraries without prior written permission. Third-party libraries used in any projects will be covered by the respective vendor's licensing terms.

**Cancellation Policy**
If your jurisdiction cancels the project after work specifically for your project has been started, your jurisdiction will be billed for all consultative hours already used in connection with the project (prior to receipt of notice of termination) at our current
standard single hour rate for the type of services performed. All expenses incurred (prior to receipt of notice of termination) specifically for the project will also be due and payable, these include: travel, purchase of products to be delivered to your jurisdiction, or any other specifically listed expenses. Upon receipt of notice of termination, Synergetic Consulting shall immediately cease all work on the terminated project. City shall not be obligated for any fees, costs, charges or expenses incurred by Synergetic following the receipt of the notice of termination. An authorized Client Representative (listed on last page) must issue the notice of termination or reinstatement of a project.

Expiration of Offer
The estimates, rates, terms, and conditions of this proposal are effective for sixty (60) days from the date of this proposal. Should the decision to move forward with the project exceed that timeframe, Synergetic Consulting's estimates, costs, and availability may change.
Conclusion and Signatures

Synergetic Consulting has the resources, expertise, and proven track record in working with government organizations to provide a superior solution to your needs. We believe in maintaining a long-term collaborative relationship with our clients and look forward to continuing our relationship with your jurisdiction.

Thank you for the opportunity to submit this proposal to your organization. Should you have any questions or need further clarification on any component, please contact your account representative at 775-284-3400.

General Support Services Total
The Not-To-Exceed total investment for General Support Services for the Fiscal Year 2017/2018 is $ 10,000

Pricing will be by Graduated Usage or by Block Contract Services Pricing

Accepted by:  

Title:  Community Development Director  

Date:  8-31-2017

City of Menlo Park, California
701 Laurel St.
Menlo Park, CA  94025-3483

Client Representative(s) authorized to approve Scope Changes:

Ron La France

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