AGREEMENT WITH PROJECT SPONSOR

Middle Plaza at 500 El Camino Real Project
Environmental Impact Report

This Agreement with Project Sponsor ("Agreement") is entered into this 11th day of April 2016, by and between the City of Menlo Park, a Municipal Corporation, hereinafter referred to as the "City", and Stanford University hereinafter referred to as the "Project Sponsor".

WHEREAS, the Project Sponsor proposes to redevelop the properties at 300-550 El Camino Real, (Assessor's Parcel Numbers 071-440-030, 071-440-040, 071-440-050, 071-440-060, and 071-440-120), Menlo Park, into a new mixed-use office/residential/retail development, hereinafter referred to as the "Project"; and

WHEREAS, the City has determined that under the California Environmental Quality Act and its applicable guidelines the Project requires the preparation of an Environmental Impact Report, hereinafter referred to as the "EIR"; and

WHEREAS, the City in its sole discretion has selected ICF Jones & Stokes, Inc., hereinafter referred to as the "Consultant" to complete the EIR, as described in Exhibit A; and

WHEREAS, the City in its sole discretion has determined that the amount of compensation to be paid to the Consultant shall be the sum of $255,660; and

WHEREAS, the amount of such compensation to be paid to the Consultant shall be the sole source of compensation to the Consultant from the Project for the work on the EIR and therefore shall be paid solely from City funds by the City; and

WHEREAS, on March 15, 2016, the City Council authorized the City Manager to enter into an agreement with the Consultant for consulting services up to a maximum of $255,660 per purchase requisition.

NOW, THEREFORE, the parties agree as follows:

1. The City shall monitor the Consultant's performance of work on the EIR. The City's obligation shall be limited to normal contract monitoring as well as independent review of the adequacy of the EIR. The Project Sponsor shall have no control or direction of the work of the Consultant.

2. The Project Sponsor agrees to (a) pay the City the sum of $255,660 for work on the applicant's EIR, (b) bear the sole financial responsibility for defending any lawsuit challenging the Project on any ground, and (c) defend and indemnify the City against any such lawsuit, including attorneys' fees and costs incurred as a result thereof.
3. Upon completion or abandonment of the Project, all sums paid to the City by the Project Sponsor under the terms of this Agreement shall be refunded to the Project Sponsor if the sum has not been paid by the City and is not due or claimed by the Consultant or other claimant.

4. It is understood and agreed that the City has no responsibility for the legal adequacy of the EIR and that the legal adequacy of this document is the sole responsibility of the Project Sponsor and its attorneys, and that the City may terminate this Agreement upon 10 days written notice.

5. If the Project Sponsor, in writing, withdraws all applications for discretionary land use entitlements for the Project or states its intent not to proceed with the Project (a "Withdrawal Notice"), then City agrees to give a 10-day termination notice to the Consultant after receipt of the Withdrawal Notice. The Project Sponsor shall remain responsible for all costs incurred by the Consultant prior to the effective date of the termination notice. All notices under this Agreement shall be given in writing by overnight mail or overnight private courier to the address below and shall be deemed received the next business day following delivery to the U.S. Postal Service or private courier.


By

for Stanford University
(Project Sponsor)
Address for Notice:
3160 Porter Drive, Suite 200
Palo Alto, CA 93404

Date
3/28/16

By

Alex McIntyre, City Manager

for the City of Menlo Park
Address for Notice:
Planning Division
701 Laurel Street
Menlo Park CA 94025

Date
4/12/16