PROFESSIONAL SERVICES 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 CHRIS CARNEGHI, MAI (in the amount $5,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this ___ day of
October, 2018, by and between the CITY OF MENLO PARK, a Municipal
Corporation, hereinafter referred to as "CITY," and CHRIS CARNEGHI, MAI, 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 October 2, 2018 to June 30, 2019 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 $5,000
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.
5. INSURANCE AND INDEMNITY

1. General liability insurance:
FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than one million dollars ($1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than one million dollars ($1,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than one million dollars ($1,000,000) per occurrence in respect to damage to property. CITY shall be named as an additional insured on Contractor's commercial general liability insurance policy FIRST PARTY shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, before commencing work.

2. Automobile liability insurance:
The 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 occurrence 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. To the full extent permitted by law FIRST PARTY agrees to defend, indemnify and hold CITY, its employees, agents, officials, and officers, harmless from any and all claims, liability for damages caused by contractor's negligent performance of services under this agreement.

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.

4. Indemnity:
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.

6. NON-ASSIGNABILITY

FIRST PARTY 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.

7. TERMINATION OF AGREEMENT

The CITY may, at any time, 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 FIRST PARTY under this agreement shall become the property of the CITY upon FIRST PARTY'S receipt of final payment and shall be promptly delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such materials. FIRST PARTY shall be entitled to receive payment for work/services provided before 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. WORKERS' COMPENSATION INSURANCE

FIRST PARTY agrees and understands that the CITY does not provide workers' compensation insurance to, or on behalf of, the FIRST PARTY for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. PAYMENT OF PERMITS/LICENSES

FIRST PARTY 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, before 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. FIRST PARTY shall ensure full equal employment opportunity for all employees under this agreement.

11. RETENTION OF RECORDS

FIRST PARTY 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.

SIGNATURE PAGE TO FOLLOW
This agreement is not valid until signed by both parties.

FOR FIRST PARTY:

Signature

CHRIS CARNECHI

Printed name

561-72-9841

Tax ID#

FOR CITY OF MENLO PARK:

ATTEST:

William L. McClure, City Attorney

Mark Muenzer, Community Development Director

Judi A. Herren, City Clerk

Date

10/5/2018

Title

Commercial Attorney

Date

10/23/18

Date

10/9/18

Date

11/5/18
3. Is language requiring comparable properties to be for a “similar highest and best use” of the subject property appropriate?

4. Does the limitation that the appraiser use the same comparable properties for both the base and bonus valuations create a situation in which substantial adjustments are required to account for the very broad range of density between the base and bonus levels zoning? Would this magnitude of correction result in a report that appears subjective and unsupported? Should comparable sales that are most similar to the base and bonus densities be allowed, even though different?

5. Does the methodology to determine the value of the mixed-use project by combining the office/commercial portion and the residential portion without discount not account for market conditions which may either diminish or increase the value because of the mix of uses?

6. Should residential be valued on a per unit basis as the primary method, as opposed to gross floor area?

Hi Chris,

Thank you for your quick response as I know you are busy with other projects.

The city made a policy decision to share the draft appraisal instructions with interested parties -- a “friendly share” if you will. On their own initiative, some of those folks engaged consultants to review and provide feedback. The city is not anticipating there will be a second opportunity for interested parties to comment. There will be no public hearings.

The goal is to respond to any reasonable comments made by interested parties and make changes as appropriate to the appraisal instructions. The first step is for you to review the full package of comments. The city would like for you to specifically consider and respond to the six items that I flagged. However, you should also flag any other issues that you think require a response – the city is taking its lead from you as the appraisal expert. City staff’s goal is to be educated by you with a sufficient level of detail so that they can respond intelligently to the development community moving forward and finalize the appraisal instructions.

It would be great if you could provide an estimate of time and cost. Then, staff will work quickly to get authorization so you can begin work.

Thank you,

Leigh

Chris Carneghi, MAI
Commercial Real Estate Appraisal
408-535-0900 x 113
415-828-7021 cell
chris@carneghi.com
www.carneghi.com