

# PROJECT SPONSOR AGREEMENT

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



**Agreement #:** 002497

## AGREEMENT BETWEEN THE CITY OF MENLO PARK AND 1162 EL CAMINO INVESTORS, LLC

THIS AGREEMENT made and entered into at Menlo Park, California, this 17 day of Dec., 2018, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and 1162 EL CAMINO INVESTORS, LLC, hereinafter referred to as "PROJECT SPONSOR."

### WITNESSETH:

WHEREAS, 1162 El Camino Investors, LLC, request pre-application review for a new project located in the El Camino Real Downtown Specific Plan (SP-ECR-D) zoning district, at 1162 El Camino Real (Assessor's Parcel Number 061-441-100), Menlo Park. The project would consist of removing the existing structures and building a new 9-unit residential building, hereinafter referred to as the "Project"; and

WHEREAS, the City has determined under its applicable guidelines that said Project requires peer review of a historic resource evaluation, hereinafter referred to as the "Historic Resource Evaluation"; and

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

The City in its sole discretion has selected Interactive Resources Architects + Engineers, (the Consultant) to conduct a peer review of the historic resource evaluation for the Project, as described in Exhibit A.

## 2. COMPENSATION AND PAYMENT

The City in its sole discretion has determined that the amount of compensation to be paid to the Consultant shall be the sum of up to \$4,230; and

The amount of such compensation to be paid to the Consultant shall be the sole source of compensation to the Consultant from the Project and the preparation of the "Historic Resource Evaluation", and therefore shall be paid solely from City funds by the City; and

The Project Sponsor agrees (a) to pay the City the sum of \$4,230 to conduct the peer review of the historic resource evaluation, (b) to bear the sole financial responsibility for defending any lawsuit challenging the Project on any ground, and (c) to defend and indemnify the City against any such lawsuit, including attorneys fees and costs incurred as a result thereof; and

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.

## 3. SCHEDULE OF WORK

The City shall monitor the performance by the Consultant of the contract for the preparation of the peer review of the historic resource evaluation. The City's obligation shall be limited to normal contract monitoring and shall not include City Attorney or other review of the legal adequacy of the historic resource evaluation. The Consultant shall conduct research and arrive at the conclusions independently of the control and direction of the City or any City official other than normal contract monitoring. The Project Sponsor shall have no control or direction of the work of the Consultant.

## 4. NOTICE

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:

Corinna Sandmeier  
Community Development  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
(650) 330-6726  
[cdsandmeier@menlopark.org](mailto:cdsandmeier@menlopark.org)

Notices required to be given to PROJECT SPONSOR shall be addressed as follows:

1162 El Camino Investors, LLC  
Chase Rapp  
PO Box 1672  
Palo Alto, CA 94302  
(650) 815-6969  
[chase@princestreetpartners.com](mailto:chase@princestreetpartners.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

**5. OWNERSHIP OF WORK PRODUCT**

Work products 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 and the applicant.

**6. TERMINATION OF AGREEMENT**

It is understood and agreed that the City has no responsibility for the legal adequacy of the historic resource evaluation and that the legal adequacy of the historic resource evaluation and the peer review is the sole responsibility of the Project Sponsor and its attorneys, and that the City may terminate this Agreement upon 10 days written notice.

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 in Section 4 "Notice" and shall be deemed received the next business day following delivery to the U.S. Postal Service or private courier.

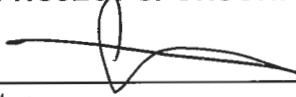
**7. ENTIRE AGREEMENT**

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

(Signatures on the following page)

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

**FOR PROJECT SPONSOR:**

  
\_\_\_\_\_  
Signature

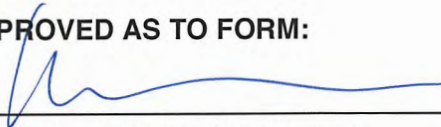
11/27/18  
\_\_\_\_\_  
Date

Chasen Bupp  
\_\_\_\_\_  
Printed name

managing partner  
\_\_\_\_\_  
Title

81-4766935  
\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William L. McClure, City Attorney

1/8/19  
\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

  
\_\_\_\_\_  
Mark E. Muenzer, Community Development Director

12/17/18  
\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Judi A. Herren, City Clerk

1/8/19  
\_\_\_\_\_  
Date



**PROJECT AND CLIENT INFORMATION**

Date: October 19, 2018

Client: Corinna Sandmeier  
Senior Planner  
City Hall – 1<sup>st</sup> floor  
701 Laurel Street  
Menlo Park, CA  
E-mail: [cdsandmeier@menlopark.org](mailto:cdsandmeier@menlopark.org)  
Phone: (650) 330-6726

Project Name and Address: Peer Review of HRE for the City of Menlo Park  
1162 – 1170 El Camino Real Menlo Park CA  
Menlo Park, CA 94590

IR Project No: P2018 – 113

**PROPOSAL AND AGREEMENT FOR SERVICES**

**INTERACTIVE RESOURCES, INC.** (Architect/Engineer) proposes to provide professional services for the subject project as follows:

## **1. PROJECT DESCRIPTION AND PROGRAM**

This proposal is provided with the following understandings:

### **1.1. Project Description**

Study and peer review with a response letter of an Historic Resource Evaluation for the properties at 1162 – 1170 El Camino Real, Menlo Park, CA

### **1.2. Information Provided by Client**

1. Historic Resource Evaluation for subject property by Evans & De Shazo
2. 1990 historic evaluation from Menlo Park survey
3. Specific Plan EIR CUL-1 (from Chapter 4.4 Cultural Resources)

## **2. SCOPE OF SERVICES**

Based on the above understanding of the project, IR proposes to provide the following services:

### **2.1. Services by Interactive Resources**

1. Historic Resource Evaluation study and review including a review of the 1990 historic evaluation.
2. Historical research corroboration.
3. Recommendation for listing eligibility on the NRHP or the CRHR.
4. Peer review response letter.

### **2.2. Deliverables**

1. Peer review response letter delivered to the property owner and the municipality in electronic PDF file format.

### **2.3. Exclusions**

1. Public hearings
2. Project meetings
3. Site visit
4. Hard paper copies

**3. COMPENSATION**

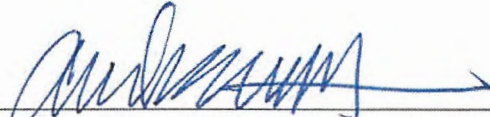

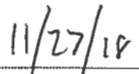
**3.1. Compensation will be on a Lump Sum Basis in the amount of \$4,230.00**

3.2. Services provided beyond the stated scope will be billed hourly per the rate schedule in Exhibit A. Additional Services will be approved in writing by the Client.

**4. EXECUTION**

A copy of this Proposal signed and returned to IR will constitute our engagement agreement.

Section 5536.22 and 6749 of the Business and Professions Code requires architects and engineers to use a written contract when providing professional services to a client. To be in compliance with the law, it is imperative that this agreement be executed prior to any services being provided.

		
Name: Andrew Butt	Date	Client Signature
Title: Principal	10-19-18	Date

Peer Review of HRE for 1162 - 1170 El Camino Real, Menlo Park - Exhibit A



October 19, 2018

	Principal Rate / Hrs.	Historian / Architect Rate / Hrs.	Staff / Administration Rate / Hrs.
<b>Tasks</b>	<b>\$215</b>	<b>\$175</b>	<b>\$120</b>
Administration	1	3	2
HRE study and review		4	
Historical research corroboration		4	
Correspondence and communication		2	
Peer review results letter		8	
<b>TOTAL HOURS</b>	<b>1</b>	<b>21</b>	<b>2</b>
<b>TOTAL LABOR</b>	<b>\$215.00</b>	<b>\$3,675.00</b>	<b>\$240.00</b>
<b>REIMBURSABLES</b>		<b>\$100.00</b>	
<b>PROJECT TOTAL</b>		<b>\$4,230.00</b>	

**Interactive Resources Hourly Rates**

President / Sr. Project Manager	\$215 / Hr.
Historian / Architect / Project Manager	\$175 / Hr.
Drafter	\$125 / Hr.
Administration	\$120 / Hr.

Project Number P2018 - 113