

Standard Professional Services Agreement (“PSA”)
Revision G – October 2021

Open Contract – Various Projects
Contract 3216-Open

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of _____, 2022 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Michael K. Wagner, an individual (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified real estate adviser, experienced in real estate acquisitions, dispositions, leases, subleases, radio communication site and facility leases and subleases, license agreements, rights-of-entry, public sector financing leases and related services; and

WHEREAS, Consultant and County previously entered into a certain Agreement for real estate services to cover immediate County needs; and

WHEREAS, in the judgment of the Director of General Services, it is necessary and desirable to further retain the services of Consultant on an as-needed basis for various County projects; and

WHEREAS, Consultant and County intend to terminate their existing Agreement and to enter into a new Agreement, to add term and potential budget for unanticipated needs.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

Termination of Existing Contract. Effective as of the Effective Date of this Agreement, that certain “Standard Professional Services Agreement, Open Contract – Various Projects, Contract 3216” by and between County and Consultant, dated August 15, 2022, is hereby terminated. Notwithstanding, all terms which by their nature and as specified in that Agreement otherwise shall survive, as stated therein.

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of

Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

All services shall be performed on an as-needed basis as determined and directed by County in its sole discretion.

No amount of services or work are guaranteed. Nothing herein grants Consultant any exclusive right to provide any services, and County reserves all right and discretion to obtain any and all services from other providers.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Consultant is deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors

outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed \$120,000.00, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Director of General Services. The bills shall show or include: (i) the task(s) performed; (ii) the time spent in 10-minute increments devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County, but in no event later than thirty (30) days after the date Consultant submits an invoice for such services.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from "Effective Date" to June 30, 2023, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Director of General Services, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

4.6 Termination by Consultant. Consultant may terminate this Agreement upon not less than ten (10) days' prior written notice, and in the event Consultant so terminates this Agreement, Sections 4.3 and 4.4 above, shall apply.

5. Indemnification. So long as Consultant exercises reasonable care in the performance of his duties hereunder, Consultant shall not be liable for any error in judgment or mistake of law or for any loss suffered by County in connection with matters to which this Agreement relates, including losses resulting from any matters beyond Consultant's reasonable control, except for losses arising out of or related to Consultant's refusal or failure to comply with the terms of this Agreement or from bad faith, gross negligence or willful misconduct on his part in the performance of his duties under this Agreement. Notwithstanding any other provision of this Agreement, if Consultant has exercised reasonable care in the performance of his duties under this Agreement, County shall indemnify, defend and hold Consultant harmless from and against any and all claims, demands, losses, expenses, and liabilities of any kind (including reasonable

attorneys' fees) (collectively, "Claims") which Consultant may sustain or incur or which may be asserted against Consultant by any person arising out of any action taken or omitted to be taken by him in performing the services hereunder, except for any Claims arising out of or relating to Consultant's refusal or failure to comply with the terms of this Agreement or from bad faith, gross negligence or willful misconduct on his part in performance of his duties under this Agreement. Consultant shall indemnify, defend and hold County harmless from and against any and all Claims that County may sustain or incur or that may be asserted against County by any person arising out of any action taken or omitted to be taken by Consultant as a result of Consultant's refusal or failure to comply with the terms of this Agreement, or his bad faith, gross negligence or willful misconduct."

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, fire, pandemic, or other Act of God or by strike, lockout, or similar labor disturbances, or government action or inaction, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Director of General Services. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a conflict of interest, financial or otherwise, under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. Without limiting the foregoing, Consultant hereby discloses, and County hereby acknowledges receipt and approval of such disclosure, all of the following: (i) Consultant is currently employed part-time by Cornerstone Properties SA, LLC, a California limited liability company ("Cornerstone"); (ii) in 2016, 2017 and 2018 respectively, Consultant was involved with the negotiation and drafting of three (3) leases under which County is tenant: (a) a lease involving the Human Services Department, and (b) a lease involving the Health Services Department, both leases for portions of real property owned by Cornerstone located at 5350 Old Redwood Highway, Petaluma; and (c) a lease involving the Health Service Department,

for a portion of real property owned by CPSA - Neotomas, LLC (an affiliate of Cornerstone Properties SA, LLC) for property located at 1450 Neotomas Ave, Santa Rosa. Consultant hereby represents and warrants that: (w) Consultant will not work on, consult regarding, or provide services for any leasing or other matters for Cornerstone or any parent or affiliate thereof ("Cornerstone Parties"), where the County, any special district, or any other County entity (collectively, "County Parties") is involved; (x) Consultant shall not discuss or otherwise communicate any County business with any Cornerstone Parties' officer, employee, agent or contractor; (y) Consultant shall disclose to County, within (1) business day, any request by Cornerstone Parties or County to work on or provide services involving any Cornerstone Parties' real property or other business. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests. In the event of any actual, potential, or apparent conflict of interest, other than as disclosed above, Consultant shall promptly notify County and provide all necessary information needed for determination as to whether a conflict exists. County reserves the right to cancel or modify any assignments based on County's determination with regard to any actual, potential, or apparent conflict.

Without limitation, Consultant shall not represent any other client in any transaction or potential transaction with a party with which County is concurrently negotiating or transacting business with.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

9.13 Confidentiality. Consultant understands and hereby acknowledges that many aspects of County's ongoing real property negotiations are confidential, including, without limitation, the results of appraisals, inspections, testing, and other studies, the terms and conditions of any instruments being negotiated, and County's deliberations regarding relocation claims and other claims that may be levied against County through Consultant. Consultant further understands and acknowledges that Consultant and its agents, employees, subcontractors, and assigns, may, in the course of performing its obligations under the Agreement, obtain, have access to, or create material that must be held in confidence. Consultant, on behalf of itself and its agents, employees, assigns, assistants, and all persons acting in concert with or at Consultant's direction (collectively, "Consultant's Personnel"), hereby covenants that Consultant and Consultant's Personnel shall: (1) maintain all records, files, and other information obtained, generated or retained in relation to the services performed under this Agreement in a confidential and secure manner; and (2) not release any reports, information, or other materials prepared by Consultant or in its possession in connection with this Agreement, whether deemed confidential or not, to any entity other than Consultant's Personnel (to the extent necessary to fully perform Consultant's obligations under the Agreement) and County without the prior written consent of County; and (3) not discuss discoveries or conclusions with any entity other than Consultant's Personnel (to the extent

necessary to fully perform Consultant's obligations under the Agreement) and County without the prior written consent of County.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: General Services Accounting
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403
TEL: (707) 565-2550 FAX: (707) 565-3240
GS-Accounting@sonoma-county.org

TO: CONSULTANT: Michael K. Wagner
MKW Real Estate Advisors
7956 Adrian Drive
Rohnert Park, CA 94928
TEL: (707) 478-7123
mkw.re.advisors@gmail.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a

payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: Michael K. Wagner

COUNTY: COUNTY OF SONOMA

By: _____

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

Name: _____

By: _____

Monique Chapman, Administrative
Services Director

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____

APPROVED AND EXECUTED BY:

By: _____

Johannes J. Hoevertsz, Director

Date: _____

Exhibit A

Consultant shall provide general real estate services as requested by County, including: (i) assisting the County in negotiating a variety of real estate transactions including, without limitation, acquisitions, dispositions, leases, subleases, radio communication site and facility leases and subleases, license agreements, rights-of-entry, public sector financing leases, and other agreements, all within commercially reasonable time frames as reasonably determined by County and Consultant; (ii) preparing agreements, staff reports, resolutions, board presentations, and other documentation needed to effect the transactions described above; (iii) providing market analysis and researching market trends; (iv) preparing discount cash flow and other analysis; and (v) providing other services as mutually agreed upon by both Consultant and County. Consultant shall be directly and primarily responsible for all assignments and shall not function in any management or managerial capacity with regard to County staff.

County reserves the right to change work assignments from time to time in County's sole discretion. If requested by County, Consultant shall provide services not defined above to the extent of Consultant's ability. Consultant shall work closely with County and County staff in the performance of all work hereunder.

Consultant shall be available to work as many hours as reasonably required to complete assignments and shall complete each assignment in a timely manner as specified.

Rate. \$138.00 per hour or fraction thereof. Consultant shall account for time spent in 10-minute increments. Said hourly rate is fully-loaded for all costs and expenses of Consultant, other than those expressly stated below.

Reimbursements. Mileage to be reimbursed at the federal rate. Reasonable other direct/hard costs and expenses incurred and paid by Consultant shall be reimbursed. All air travel and any vehicular travel in excess of 50 miles one-way shall be subject to the prior approval of County.