

REAL PROPERTY SERVICES AGREEMENT

1. **Effective Date and Parties.** Effective on _____, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County"), and the City of Cloverdale, a municipal corporation ("City"), hereby mutually promise and agree as follows:
2. **Purpose.** The City has no right of way staff and desires to contract with the County for various real estate services.
3. **Services by County.** County will provide City the following services, as directed by City: appraisal and appraisal review; negotiations, land rights document preparation; right of way acquisition; and/or supervision of independent contractors providing such services (all of which constitute "Services").

The County warrants that it will perform these services in accordance with accepted professional standards and procedures.

4. **Payment for Services.** City shall reimburse County, at the hourly charge-out rates in Attachment 1 (Section B) to Appendix "A", attached hereto, for all time that County real property agents perform Services for City under this Agreement. City shall reimburse County for costs of expert and contractors retained by County in the performance of the Services. City shall reimburse County for all other expenses County incurs in the performance of the Services, including but not limited to all acquisition settlements and any other costs of acquisition such as title fees, recording fees, and escrow costs that the County actually incurs to perform the Services, or payment directly into escrow, the agreed upon purchase price and other related costs (such as title policies and consultant legal fees). City's total payments to County for Services shall not exceed \$20,000, as described in the Budget included in Attachment 1 (Section A) Appendix "A". If additional services are required, City and County may amend this Agreement to provide for payment for those additional Services. Payments by City shall be made within 60 days of billing by County.
5. **Indemnification.** County shall defend, indemnify, and hold harmless the City, its officers, and employees for any claims, liabilities, damage, injury, or death of or to any person, or the property of any person, including attorney's and expert fees, (collectively, "Liabilities") that arise out of the willful misconduct or the negligent acts, errors, or omissions of the County, its officers, employees, agents, and volunteers, in performing any of its or their obligations under this Agreement. Notwithstanding anything to the contrary, County shall not be obligated to indemnify City, its officers, and employees for any portion of Liabilities that arise out of City's, or its officers' or employees' willful misconduct or negligent acts, errors, or omissions.

City shall defend, indemnify, and hold harmless County its officers, and employees for any Liabilities that arise out of the willful misconduct or the negligent acts, errors, or omissions of the City, its officers, employees, agents and volunteers, in performing any of its or their obligations under this Agreement. Notwithstanding anything to the contrary, City shall not be obligated to indemnify County, its officers, and employees for any portion of Liabilities that arise out of County's, its officers' or employees' willful misconduct or negligent acts, errors, or omissions.

6. **Independent Status.** Nothing herein shall be construed to imply that any County employee providing services hereunder is a City employee.
7. **Term.** The term of this agreement shall commence on the effective date hereof and shall end upon termination by either party upon 30 days written notice. The rights and obligations of Paragraph 5 "Indemnification" shall survive any such termination. Within 30 days after the termination of this Agreement, City shall pay the County for all unpaid charges and costs for Services the County provides, and for all expenses that it incurs during the performance of those Services, under this Agreement through the termination of the Agreement.
8. **Notices.** Any notice required to be given to County and City hereunder will be sufficient if delivered in writing as designated below, or to such other addresses as County and City may respectively designate by written notice to the other:

To County: Contra Costa County Public Works Department
c/o Real Estate Division
255 Glacier Drive
Martinez, CA 94553
(925) 313-2220

To City: City of Cloverdale
c/o Craig A. Scott
Public Works Director/City Engineer
Cloverdale, CA 95425
(707) 894-1722

Notice given by personal delivery shall be deemed complete upon delivery. Notice given by Overnight Carrier shall be deemed complete on the day after it is postmarked. Notice given by U.S. Mail shall be deemed complete on the third day after it is postmarked.

9. **Entire Agreement.** This Agreement contains the entire agreement between the County and City and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the County and City. The County and City acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made by either of them or by anyone acting on behalf of them that are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in this Agreement shall be valid or binding.

10. **Amendments and Modifications.** This Agreement may not be modified or amended except in a writing that is approved by the County and City.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with California law.
12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
13. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
14. **No Third-Party Beneficiaries.** Nothing in this Agreement creates, nor shall it be interpreted to create, any third-party beneficiaries.

COUNTY OF CONTRA COSTA

CITY OF CLOVERDALE

By _____
Chair, Board of Supervisors

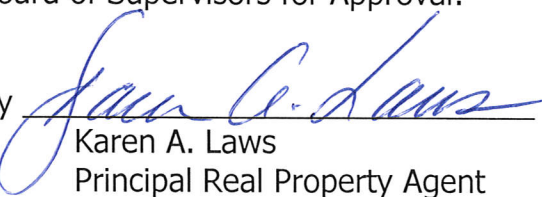
By _____

ATTEST: _____
David Twa, Clerk of the Board of
Supervisors and County Administrator

ATTEST: _____
Linda Moore, City Clerk

Recommended to the County
Board of Supervisors for Approval:

Recommended to the City
Council for Approval:

By 
Karen A. Laws
Principal Real Property Agent

By _____
Paul Cayler
City Manager

By _____
Julia R. Bueren
Public Works Director

Approved as to Form:
Sharon L. Anderson, County Counsel

Approved as to Form:
City Attorney

By _____
Deputy County Counsel

By _____

APPENDIX "A"
Pay Rate Schedule

City shall reimburse the COUNTY for labor costs as detailed below:

1. COUNTY direct labor rates shall include the base salary wages paid to personnel plus fringe benefits. Total labor rate shall include direct labor rate multiplied by County's overhead rate. The total labor rate shall not exceed the range of labor rates by classification, included as Attachment 1.
2. COUNTY's overhead rate shall be a summation of division and department overhead rates. Appropriate overhead rates for COUNTY shall be developed based on procedure previously approved as described below:

In general, the division overhead rates are determined by identifying each division's total expenditures after adjustments less any non-labor generated revenue. The division expenditures are then divided by the productive hours for the division establishing the overhead rate needed to cover the remaining net cost of division expenditures. The department overhead rates are determined similar to the division rate by dividing the total department expenditures by the total billable hours. Each year overhead rates will be evaluated and adjusted to reflect the actual costs from the previous fiscal year.

3. COUNTY may adjust both labor rates and overhead rates periodically due to contracted salary increases and overhead rate changes. COUNTY shall submit any changes to rates to the City prior to invoicing.

ATTACHMENT 1

Project: City of Cloverdale: Cloverdale – Safe Routes to School Phase 2 Project

- A. Budget.** County's Services will be related to the acquisition of two temporary construction easements and two sidewalk easements, and right of way certification, for City's above-described Project. County's charges for Services under this Agreement will be allocated according to the following budget:

ADMINISTRATION	\$8,500.00
APPRAISAL SUPPORT	\$2,500.00
NEGOTIATIONS/ACQUISITION	\$6,500.00
RIGHT OF WAY CERTIFICATION	<u>\$2,500.00</u>
TOTAL PROPOSAL FOR THE PROJECT:	\$20,000.00

- B. Charge-Out Rates.** County will charge City for Services under this Agreement at the following hourly rates:

REAL PROPERTY AGENT	HOURLY CHARGE OUT RATE
	Hourly Rate
Principal Real Property Agent	\$208/hr to \$220/hr
Supervising Real Property Agent	\$163/hr to \$180/hr
Senior Real Property Agent	\$153/hr to \$165/hr
Real Property Technical Assistant	\$ 77/hr to \$105/hr