

REAL PROPERTY SERVICES
AGREEMENT

1. **Effective Date and Parties.** Effective on February 1, 2019, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter referred to as "County"), and SOLANO TRANSPORTATION AUTHORITY, a joint powers agency (hereinafter referred to as "Agency"), hereby mutually promise and agree as follows:
2. **Purpose.** The Agency is planning the I-80/I-680/SR-12 Interchange – Construction Package 2 project to be constructed during the spring/summer of 2020. The Agency has no right of way staff and desires to contract with the County for right-of-way acquisition services.
3. **Services by County.** County will provide Agency the following services, in connection with the acquisition of right of way, as depicted in the attached Appendix "A", as directed by Agency: appraisal and appraisal review; negotiations; land rights documents preparation; right of way acquisition; relocation; and/or supervision of independent contractors providing such services; condemnation support; and related work as required (all of which constitute "Services").

The County warrants that it will perform these Services in accordance with accepted professional standards and procedures. (County reserves the right to decline to provide services requested by the Agency on a project by project basis.)

4. **Payment for Services.** Agency shall reimburse County, at the hourly charge out rates in Attachment 1 of Appendix "B", attached hereto, for all time that County real property agent's perform Services for Agency under this Agreement. Agency shall reimburse County for costs of experts and contractors retained by County in the performance of Services. Agency shall reimburse County for all other expenses County incurs in the performance of the Services, including but not limited to management of leases, 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. Payments by Agency shall be made within 30 days of billing by County.
5. **Indemnification.** County shall defend, indemnify, and hold harmless the Agency, 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 Agency, its officers and employees for any portion of Liabilities that arise out of Agency's, or its officers' or employees' willful misconduct or negligent acts, errors, or omissions.

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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 Agency, its officers, employees, agents, and volunteers, in performing any of its or their obligations under this Agreement. Notwithstanding anything to the contrary, Agency shall not be obligated to indemnify County, its officers and employees for any portion of Liabilities that arise out of County's, or 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 an Agency 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, Agency 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 Agency hereunder will be sufficient if delivered in writing as designated below, or to such other addresses as County and Agency may respectively designate by written notice to the other:

COUNTY: Contra Costa County Public Works Department
c/o Real Estate Division
255 Glacier Drive
Martinez, CA 94553
(925) 957-2467

AGENCY: Solano Transportation Authority
Attn: Janet Adams, Director of Projects
One Harbor Center, Ste. 130
Suisun City, CA 94585
(707) 424-6074

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 the Agency 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 Agency. The County and Agency 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 writing approved by the County and Agency.
- 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

**SOLANO TRANSPORTATION
AUTHORITY**

By _____
John M. Gioia
Chair, Board of Supervisors

By _____
Daryl Halls
Executive Director

Recommended for Approval:

By _____
Karen A. Laws
Principal Real Property Agent

By _____
Brian M. Balbas
Public Works Director

APPROVED AS TO FORM
by County Counsel

Approved as to Form:
by STA Legal Counsel

By _____

By _____