



**GENERAL SERVICES AGENCY
PROPERTY MANAGEMENT
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
J. STEVEN WORTHLEY
District Four
MIKE ENNIS
District Five

AGENDA DATE: August 28, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Maria Benavides PHONE: 559-624-7223

SUBJECT: Award Real Estate Brokerage Services Agreement to MD Graham and Associates, Inc.

REQUEST(S):
That the Board of Supervisors:

1. Award the contract to MD Graham and Associates, Inc., to provide real estate brokerage services to the County for the period of September 1, 2018 to June 30, 2019.
2. Authorize the Chairman to sign the Agreement.

SUMMARY:
In December 2017, the Board authorized General Services Agency (GSA) staff to retain a commercial real estate listing agent for approximately 20,000 square feet of vacant office space at the Tulare-Akers Professional Center, located at 5300 W. Tulare, Visalia, CA. This direction was given as part of a larger County initiative to find a higher and better use of underutilized County properties.

In May 2018, GSA requested written proposals from real estate brokerage firms with the experience and capacity to assist the County with specific assignments related to brokerage services, representing the County's interest in marketing and negotiating leases and sales, and other real estate consultation services as requested by the GSA Property Management Division.

Proposals were submitted by four firms. After consideration by a staff review team, MD Graham and Associates, Inc. received the highest overall score based upon the Best Value procurement practice. Best Value considers a combination of

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qualifications, experience, and price. A summary of scores for all four vendors is included in Attachment A.

The proposed contract term with MD Graham and Associates, Inc. is for one (1) year, effective September 1, 2018 and expiring June 30, 2019. The contract also stipulates two (2), one-year options for renewal by mutual written consent.

FISCAL IMPACT/FINANCING:

There is no net County costs to the General Fund. Real estate brokerage services will be paid as a percentage commission related to various real estate activities requested by the County, as listed in Exhibit B of the proposed agreement.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's Strategic Business Plan includes the Organizational Performance initiative. The Board's approval of the real estate brokerage services agreement helps fulfill this Initiative by broadening the County's capacity to maximize the value of underutilized County properties.

ADMINISTRATIVE SIGN-OFF:


Robert Newby
Property Manager

cc: County Administrative Office

Attachment(s)

A – Real estate brokerage services RFP scores

B – Agreement with MD Graham and Associates, Inc.

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF AWARD REAL)
ESTATE BROKERAGE SERVICES) Resolution No. _____
AGREEMENT TO MD GRAHAM AND) Agreement No. _____
ASSOCIATES, INC.)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Awarded the contract to MD Graham and Associates, Inc., to provide real estate brokerage services to the County for the period of September 1, 2018 to June 30, 2019.
2. Authorized the Chairman to sign the Agreement.

REAL ESTATE BROKERAGE RFP TALLY SHEET

6/15/18

SELECTION CRITERIA

The contractor will be selected on a best-value basis. Best-value will be determined by the County using a combination of qualifications and experience, price, references and required documentation.

CRITERIA	CARPENTER/ROBBINS	TELLALIAN	GRAHAM	AVEDIAN
EVALUATOR 1	74	75	89	DISQUALIFIED – <i>Proposal did not include statement of qualifications and experience or references.</i>
EVALUATOR 2	75	69	84	
EVALUATOR 3	77	75	89	
EVALUATOR 4	90	90	100	
EVALUATOR 5	85	61	91	
TOTAL	401	370	453	DISQUALIFIED

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
SERVICES AGREEMENT
REAL ESTATE BROKERAGE SERVICES

THIS AGREEMENT (“Agreement”) is entered into as of **September 1, 2018**, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and **MD GRAHAM AND ASSOCIATES, INC.**, a California corporation (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A. WHEREAS, COUNTY has invited proposals for real estate brokerage services to the COUNTY; and,
- B. WHEREAS, CONTRACTOR has submitted such a proposal; and,
- C. WHEREAS, COUNTY and CONTRACTOR have reached an agreement on all matters of negotiation with respect to COUNTY’S invitation and CONTRACTOR’S proposal and both desire to reduce the results of said negotiations to writing in the form of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of **September 1, 2018** and expires at 11:59 PM on **June 30, 2019** unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
REAL ESTATE BROKERAGE SERVICES**

COUNTY:

GENERAL SERVICES AGENCY
5953 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: (559) 624-7227
Fax No.: (559) 624-1022

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: (559) 636-5005
Fax No.: (559) 733-6318

CONTRACTOR:

MATT GRAHAM
1005 N. Demaree St.
Tulare, CA 93291
Phone No.: (559) 754-3020
Email: matt@mdgre.com

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

7. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

8. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE
SERVICES AGREEMENT
REAL ESTATE BROKERAGE SERVICES**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

MD GRAHAM AND ASSOCIATES, INC.

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By _____

Deputy Clerk

Approved as to Form
County Counsel

Date: _____

By _____

Deputy

Matter # _____

EXHIBIT A

SCOPE OF WORK

MD Graham & Associates, Inc. will use its experience and capacity to assist the County with specific assignments related to brokerage services, representing the County's interest in marketing and negotiating leases and sales, and other real estate consultation services as requested by the General Services Agency Property Management Division.

EXHIBIT B

PRICE SHEET

Pricing for real estate brokerage and consultation services are as follows:

ACTIVITY	PRICE & TERMS
Procure a tenant	6% with cooperating broker 5% if MD Graham & Associates represents both sides; for years 1 through 5 No commissions charged past year 6
Procure a buyer	5% with cooperating broker 4% if MD Graham & Associates represents both sides
Consultation Services	No charge for consultation services

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTPR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

