

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

THIS AGREEMENT ("Agreement") is entered into as of **July 1, 2019**, 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 previously accepted CONTRACTOR'S proposal for real estate brokerage services; and
- B. WHEREAS, the Parties entered Tulare County Agreement No. 28804 effective September 1, 2018 to June 30, 2019, with 2, 1 year periods to renew subject to mutual written consent of both Parties for brokerage services and payment for brokerage services as defined in **Exhibit's A and B**.
- C. WHEREAS, the Parties wish to enter into a new Agreement effective July 1, 2019 subject to the same terms and conditions of Tulare County Agreement No. 28804.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of **July 1, 2019** and expires on **June 30, 2020** unless terminated as provided below, or unless the Parties extend the term by a written amendment to this agreement. The agreement may be extended by an amendment to this agreement for one (1), one (1) year periods.
- 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 <https://tularecountycounsel.org/main/public-information/county-of-tulares-general-agreement-terms-and-conditions-revd-01-01-2018/>
- 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:

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COUNTY:

GENERAL SERVICES AGENCY
2637 W. Burrel Ave., Suite 200
Visalia, CA 93291
Phone No.: (559) 205-1100
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:

MD GRAHAM AND ASSOCIATES, INC.
1005 N. Demaree St.
Visalia, 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 (5th) 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 together form on single document.

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

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

**CONTRACTOR
MD GRAHAM AND ASSOCIATES, INC.**

Date: 8/6/2019

By: [Signature]

Print Name: MD. GRAHAM

Title: President

Date: _____

By: _____

Print Name: _____

Title: _____

[Note: Corporations Code §313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution 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 article of organization stating that the LLC is managed by only one manager]

**COUNTY
COUNTY OF TULARE**

By: _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/ Clerk of
the Board of Supervisors

By: _____
Deputy

Approved as to form:
County Counsel

By: [Signature]
Deputy

Matter No. 20181274

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EXHIBIT A

SCOPE OF WORK

MD Graham & Associates, Inc. will use its experience and capacity to assist the County with specific assignments related to real estate 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.

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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

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**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.*

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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 CONTRACTOR 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.

Rev. 3/3/17