

REAL PROPERTY SERVICES AGREEMENT

Westbound I-80 Cordelia Commercial Vehicle Enforcement Facility Project

1. **Effective Date and Parties.** Effective on July 1, 2023, the County of Contra Costa, a political subdivision of the State of California ("County"), and the Solano Transportation Authority, a public agency ("Agency"), hereby mutually promise and agree as follows:
2. **Purpose.** The Agency is planning the Westbound I-80 Cordelia Commercial Vehicle Enforcement Facility project. The Agency has no right of way staff and desires to contract with the County for property appraisal and acquisition services.
3. **Services by County.** County will provide the Agency the following services, in connection with the acquisition of right of way, in the area depicted in the attached Appendix A, as directed by Agency: appraisal review; negotiations; land rights document preparation; right of way acquisition; relocation; and/or supervision of independent contractors providing such services; 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 in the attached Appendix B, for all time that County real property staff 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. Agency shall make payments to County within 30 days after 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 is not 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.

Agency 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 Agency, its officers, employees, agents, and volunteers, in performing any of its or their obligations under this agreement. Notwithstanding anything to the contrary, Agency is not 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 under this agreement is an Agency employee.
7. **Term.** The term of this agreement begins on the effective date hereof and ends 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 provided, and for all expenses that it incurred during the performance of Services under this agreement through the termination of this 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 STA 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) 957-2467

To Solano Transportation Authority
Attn: Nicholas Burton, Director of Projects
423 Main Street
Suisun City, CA 94585
(707) 424-6075

Notice given by personal delivery shall be deemed complete upon delivery. Notice given by overnight carrier will be deemed complete on the day after it is postmarked. Notice given by U.S. mail will 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 is valid or binding.
10. **Amendments and Modifications.** This Agreement may not be modified or amended except in a writing approved by the County and Agency.
11. **Governing Law.** This agreement is governed by the laws of the State of California.
12. **Counterparts.** This agreement may be executed in one or more counterparts.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

- 13. **Severability.** If any term or provision of this agreement is held, to any extent, to be invalid or unenforceable, the remainder of this agreement will 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 _____
Brian M. Balbas, Public Works Director

By _____
Daryl K. Halls, Executive Director

RECOMMENDED FOR APPROVAL:

Approved as to Form:
by STA Legal Counsel

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Bernadette Curry

By _____
Angela Bell
Supervising Real Property Agent

APPROVED AS TO FORM:
THOMAS L. GIEGER, COUNTY COUNSEL

By _____
Deputy County Counsel

AB:
G:\realprop\STA Westbound I-80 Cordelia Commercial Vehicle Enforcement Facility Project\Agreement County - STA\Real Prop Services Agm_Solano 2023 -V_2 Final 8-10-23.docx
02/2021