



# County of Santa Cruz

0069

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## COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073

(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

August 19, 2002

Agenda: August 27, 2002

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### **WATSONVILLE COURT FACILITY-200 MAIN STREET PROJECT**

Dear Members of the Board:

On August 13, 2002 your Board considered a brief status report on the Watsonville Court Facility and the 200 Main Street Project and directed the County Administrative Office to report back on this date with a revised Memorandum of Understanding (MOU) with the City of Watsonville and a recommendation regarding project management services for the County's tenant improvements. The revised MOU was to incorporate design changes and financing elements that were approved by your Board and the City in late June, 2002.

In recent discussions with City staff there was agreement that the revisions to the MOU should be continued in order to incorporate other modifications that will result from the final concept plans and the beginning schematic design for the project. These modifications will not result in any material changes to the terms and conditions in the MOU, but rather will provide updates to the construction schedule and square footage for the overall building and the Courts area that are components of the current MOU. Additionally, in the interest of time, we believe that both the revisions to the MOU and the Lease Agreement with the City for the County/Court areas should be brought to your Board for approval at the same time. It is anticipated that these documents will be completed for your consideration by October 22, 2002.

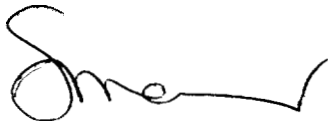
With regard to pre-construction services for the County's tenant improvements, we are recommending that we proceed with a first phase agreement with Griffin Realty for cost estimating through schematic design and project management services. As we informed your Board on August 13, 2002, the City has contracted with Griffin for cost estimating and pre-construction management services for the overall building as well as the City and Library tenant improvements. The County's agreement will provide for the overall coordination of initial project management services for the entire building and tenant

improvements, which will expedite the overall project and provide consistency in preliminary cost estimates. The cost for the phase one services for the County's tenant improvements is \$28,500 which is available within the total project budget.

It is therefore Recommended that your Board:

- 1) Accept and file this report on the Watsonville Court Facility and 200 Main Street Project;
- 2) Direct the County Administrative Officer to report back on or before October 22, 2002 with a revised Memorandum of Understanding (MOU) and a Lease Agreement with the City of Watsonville for the Watsonville Court Facility and 200 Main Street Project;
- 3) Approve an agreement with Griffin Realty in the amount of \$28,500 for cost estimating services through schematic design and pre-construction project management services for the County/Courts tenant improvements.

Very truly yours,



Susan A. Mauriello  
County Administrative Officer

cc. Superior Court  
Carlos Palacios, City Manager, City of Watsonville  
Jan Davison, Director, City of Watsonville Housing and Economic Development  
Sheriff-Coroner  
District Attorney  
Public Defender  
Probation  
General Services  
Criminal Justice Council  
Peter Kasavan, Architect  
Robert Wetmore, Keyser Marston, Inc.  
Griffin Structures, Inc.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0071

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: County Administrative Office (Department)  
BY: Paul Gunt (Signature) 8/19/02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the County of Santa Cruz (Department/Agency)  
and Griffin Realty IV, LLC 385 Second Street, Laguna Beach, CA 92651 (Name/Address)
2. The agreement will provide pre-construction project management services and cost estimating  
through schematic design for County/Courts tenant improvements at 200 Main Street.
3. Period of the agreement is from August 27, 2002 ✓ to completion of project.
4. Anticipated Cost is \$ 28,500 ✓ ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks:

5. Detail: ☐ On Continuing Agreements List for FY \_\_\_\_\_ . Page CC- \_\_\_\_\_ Contract No: \_\_\_\_\_ OR ☐ 1<sup>st</sup> Time Agreement  
☐ Section II No Board letter required, will be listed under Item 8  
☐ Section III Board letter required  
☐ Section IV Revenue Agreement
6. Appropriations/Revenues are available and are budgeted in 191800 Q96001 (Index) 6610 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.  
are not

Contract No: 22859  
By: Adm J. V. G. Date: 8/21/02  
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

CAO (Dept/Agency Head) to execute on behalf of the County  
(Department/Agency)

Date: 8/21/02

By: Paul Gunt  
County Administrative Office

Distribution:

Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

State of California  
County of Santa Cruz

I, \_\_\_\_\_ ex-officio Clerk at the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was ap-  
proved by said board of Supervisors as recommended by the County Administrative Office by an  
order duly entered in the minutes of said board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
Title ☒ Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110						
	Auditor Description	Amount	Index	Sub object	User Code	

20

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 27th day of August, 2002 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Griffin Realty IV, LLC, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Cost Estimating/Value Engineering/Scheduling and Pre-construction project management services through Schematic Design for the County/Courts Tenant Improvements at 200 Main Street, City of Watsonville. This agreement incorporates the provisions in Exhibit A- County of Santa Cruz Courts' Tenant Improvement Management and Cost Estimating Agreement and Exhibit B- Forward Planning Budget. If any provisions of this Independent Contractor Agreement and Exhibit A are in conflict, the provisions of this Agreement shall govern.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

A total not to exceed \$28,500 as set forth in Exhibit B- Forward Planning Budget

3. TERM. The term of this contract shall be August 27, 2002 through the completion of project duties.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, *or* damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurancemaintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here

\_\_\_\_\_/

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here

\_\_\_\_\_

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here

\_\_\_\_\_/

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement Coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in

relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: "

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000.00 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider

Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ACKNOWLEDGMENT. Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

13. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: County of Santa Cruz Courts' Tenant Improvement Management and Cost Estimating Agreement.

Exhibit B: Forward Planning Budget

14. INTEGRATED AGREEMENT. The undersigned agree and intend that this written contract is an integrated agreement and is a complete, exclusive and final embodiment of the terms of their entire agreement. This written contract supersedes any previous written or oral agreements between the parties, and any modifications must be made in writing and signed by all parties to this agreement.

15. CHOICE OF LAW AND VENUE. This Agreement shall be construed and interpreted according to the laws of the State of California and the ordinances of the County of Santa Cruz. The venue for any legal action commenced in connection with the subject of this agreement shall be in the County of Santa Cruz.



INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

0077

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_

CONTRACTOR

BY: GRIFFIN REALTY IV LLC  
BY: GRIFFIN REALTY CORP, ITS MANAGER  
By: \_\_\_\_\_

Address:

385 SECOND STREET  
LAGUNA BEACH, CA 92651

Telephone:

949 497 9000

Tax ID#:

47-0865207

APPROVED AS TO INSURANCE:

By: Loret McKinley 8-21-2002  
Risk Management

APPROVED AS TO FORM:

By: Ligi Coleen Yee 8-21-02  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

fcINDEP.CON (Rev. 7/8/98)

**COUNTY OF SANTA CRUZ COURTS' TENANT IMPROVEMENT  
MANAGEMENT AND COST ESTIMATING AGREEMENT**

This Courts Tenant Improvement Management and Cost Estimating Agreement ("Agreement") is made as of this 27<sup>TH</sup> day of August, 2002 (the "Effective Date"), by and between the County of Santa Cruz (the "County"), having its offices at 701 Ocean St, Santa Cruz (95060), California and Griffin Realty IV, LLC., a California limited liability company (the "Consultant"), having its offices at 385 Second Street, Laguna Beach, California 92651. County and Consultant may be referred to herein as a "Party" or collectively as the "Parties."

**Recitals**

A. Redevelopment Agency ("Agency") of the City of Watsonville, California and Griffin Realty IV are currently negotiating the terms of a Development and Disposition Agreement ("DDA") pertaining to the development of the 200 Main Street Project ("Project"), subject to the terms and conditions as set forth in the Agreement to Negotiate Exclusively (the "Exclusive"). The Exclusive contemplates that under such DDA, Griffin Realty IV (acting as "Developer") will design, construct and may finance all or some of the components of the Project. The Project shall be approximately 150,000 gsf in size, comprised of several uses, including but not limited to a library, city administrative offices, court facilities and ancillary retail. The adjacent and appurtenant parking structure is contemplated to serve this Project, but is a separate project in part funded in part by Federal funds.

B. In order to complete negotiations, it is necessary for Agency, County and Consultant to conduct certain predevelopment studies and related services for the development of the County Courts tenant improvements. County desires to engage Griffin Realty IV to act as its consultant for such work in accordance with the scope and projected budget which is attached hereto and incorporated herein as Exhibit "B" (the "Forward Planning Budget"), dated August 15, 2002.

**OPERATIVE PROVISIONS**

NOW THEREFORE, in consideration of their mutual and respective promises, the Parties hereto do hereby agree as follows:

1. Consultant agrees to undertake and complete each of the tasks set forth in the Forward Planning Budget in the manner and at the times estimated therein. It is understood and agreed by Consultant that the County's obligations hereunder shall be limited to reimbursing Consultant in the manner called for hereafter for only those calendar months for which a

preliminary budget is approved and completed work is accepted. At the beginning of each month, the County may choose for any reason in its sole and absolute discretion not to proceed any further with the work as set forth in the Forward Planning Budget. County shall provide Consultant evidence of available funding satisfactory to the Consultant prior to Consultant's undertaking of any task in the Forward Planning Budget. The intent of this provision to ensure that such funding is available consistent with the terms and conditions of this Agreement.

2. On or before the twenty-fifth (25<sup>th</sup>) day of each calendar month, Consultant will advise County of the approximate amount and kind of budgeted costs Consultant anticipates it will incur during the next succeeding calendar month, and Consultant shall seek from County its approval in writing for such costs. County shall approve or disapprove in writing within five (5) working days after receipt of Consultant's request for approval and failure by County to respond within such period shall be automatically deemed to be an approval by County. In requesting County's approval, Consultant shall submit such written documentation as may be reasonably required by County to identify and describe the budgeted costs to be incurred.
3. On or before the twenty-fifth (25<sup>th</sup>) day of each calendar month, the Consultant shall submit to County for its approval an Invoice, in a form acceptable to the County, which shall certify that the work approved by County for that month has been, or by the first day of the next succeeding calendar month will be, satisfactorily completed and is ready for payment. County shall approve or disapprove the Invoice within five (5) working days of receipt thereof. The failure of County to timely respond shall be deemed to be an approval of the Invoice. Concurrently with the submission to County of each Invoice, Consultant shall provide County with invoices, payment coupons, contracts or other documentation evidencing the cost incurred by or due to Consultant for the calendar month, which is the subject of such Invoice. Payment of said Invoice shall be made by County to Consultant within thirty (30) days after County approval of same.
4. If, for any reason whatsoever, County terminates this Agreement prior to the completion of all tasks as provided in the Forward Planning Budget, County agrees to fully pay Consultant within thirty (30) business days after the effective date of such termination the aggregate of all County-approved and unpaid Invoices and such work in accordance with the Forward Planning Budget performed up to the effective date of termination. Upon such payment, Consultant shall assign all rights in and to and shall deliver to County all studies, reports, estimates and schedules prepared by the Consultant for the County Courts tenant improvements.

5. Notices and deliveries called for by this Agreement shall be by personal delivery to the Party's address set forth at the beginning hereof, by U.S. Mail or by facsimile at the following telephone numbers:

County	County of Santa Cruz	0080
	701 Ocean Street, Room 520	
	Santa Cruz, California 95060-4015	
	(831) 454-3405	
	(831) 454-3420 Fax	
	Attention: Carol Girvetz	
	Email: <a href="mailto:carol.girvetz@co.santa-cruz.ca.us">carol.girvetz@co.santa-cruz.ca.us</a>	
Consultant:	Griffin Realty IV, LLC	
	385 Second Street	
	Laguna Beach, CA 92651	
	(949) 497-9000	
	(949) 497-8883 Fax	
	Attention: Roger Torriero, CEO	
	Email: <a href="mailto:rtorriero@kriffinholding;s.net">rtorriero@kriffinholding;s.net</a>	

Any delivery by U.S. Mail shall not be deemed completed until receipt thereof by the addressee.

6. The laws of California shall govern interpretation of this Agreement.
7. Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, handicap or marital status, place of national origin or any other basis prohibited by local, State or Federal law. Consultant agrees to comply with all local, State and Federal laws relating to equal employment opportunity rights.
8. Consultant hereby agrees to and does indemnify, defend and hold harmless County and any and all of their respective officers, employees and representatives from any and all claims, liability and expenses, including attorney fees and costs, that arise out of or are related to Consultant's performance of this Agreement.
- A. Consultant shall obtain and maintain or caused to be obtained and maintained, at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to worker's compensation insurance.
- B. Consultant shall obtain and maintain, or caused to be obtained and maintained, at its expense, during the term of this Agreement, comprehensive general liability insurance with coverage of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and

property damage. Consultant shall cause County, its officers, employees, and agents, to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against County.

C. For all vehicles operated by Consultant to provide services under this Agreement, Consultant shall obtain and maintain, at its expense, during the term of this Agreement Business Auto Coverage under standard ISO form including symbol 1 (All Auto) auto coverage with limits of no less than \$1,000,000.00 and scheduled under any umbrella policy.

D. Consultant shall provide County with written proof of the existence of such insurance and the commitment of the insurance carrier to notify County in writing 30 days before the cancellation of such insurance. All insurance coverage required herein shall apply on a primary non-contributing basis in relation to any insurance or self-insurance available or applicable to County.

9. If County, in its sole and absolute discretion, determines that it will not go forward with its component of Project for any reason, County may unilaterally terminate this Agreement by delivering thirty (30) days written notice of such termination to Consultant. If Consultant, in its sole and absolute discretion, elects to terminate this Agreement or determines that it will not go forward with the Project for any reason, Consultant may unilaterally terminate this Agreement by delivering thirty (30) days written notice of such termination to County. Within thirty (30) business days following such termination, County shall pay Consultant the then aggregate of all work performed under this Agreement as provided in Paragraph 4 above.
10. The designated representative(s) of Consultant for the purpose of the Agreement will be Roger Torriero. The designated representative of County for the purpose of the Agreement shall be Carol Girvetz, or such other person as designated in writing by County. All negotiations and all written and verbal communications between Roger Torriero and / or Carol Girvetz on the other hand, shall be solely between such designated representatives.
11. If any of the parties become involved in litigation with each other arising out of the Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceeding, including the cost incurred for reasonable attorneys' fees and experts' fees. Unless judgment goes by default, the attorneys' fees award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all reasonable attorneys' fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to be fully compensated for all reasonable attorneys' fees and experts' fees paid or incurred in good faith.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first above written.

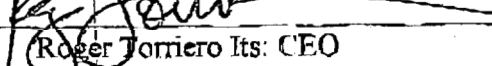
CONSULTANT

Griffin Realty IV, LLC

By: Griffin Realty Corporation  
Its Manager

0082

Date: \_\_\_\_\_

By:   
Roger Torriero Its: CEO

COUNTY

County of Santa Cruz

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

## PHASE I - PRECONSTRUCTION SERVICES BUDGET : COURTS T.I. ONLY

Gate: 15 August 02

Pre-Construction Expenses from project start through completion of Schematic Design Estimate (ONLY)

Guaranteed Maximum Price ("GMP") to be established concurrently with completion of Phase II (Pre-Construction) Services

Task Description	Total Budget	Comments
1 ALTA SURVEY/ TENTATIVE/FINAL PARCEL MAPS	NIC	
2 ENVIRONMENTAL AND GEOTECHNICAL	NIC	
3 N E DESIGN THRU COMPLETION DESIGN DEVELOPMENT (including design consultants as indicated)		
N E BASIC SERVICES	NIC	Kasavan Architects under separate contract w/ County of Santa Cruz
CIVIL ENGINEERING	NIC	
LANDSCAPE	NIC	
MECH/PLUMBING	NIC	
STRUCTURAL	NIC	
ELECTRICAL	NIC	
CODE CONSULTANT	NIC	
GRAPHICS AND SIGNAGE	NIC	
SECURITY	NIC	
LIGHTING	NIC	
HARDWARE	NIC	
DATA/TELECOM/AV	NIC	
A/E Reimbursables	NIC	
4 LEGAL: CONDOMINIUM SUBDIVISION CONTRACT(S) and FINANCING DOCS	NIC NIC	
5 COST ESTIMATING/MATLIE ENGINEERING/SCHEDULING	10,000	McCarthy Builders- Fixed Fee
6 DEVELOPER PROJECT MANAGEMENT AND ADMIN. Reimbursables	17,500 2,500 Allowance	Griffin Structures, Inc. - Fixed Fee
7 (NON) CITY OF WATSONVILLE FEES	NIC	
8 CITY FEES (DESIGN REVIEW/PLAN CHECK, ETC.) AND CITY PROJECT ADMINISTRATION	NIC	
9 FINANCING (POINTS/INTEREST/FEES)	NIC	
Subtotal =	25,000	
10 CONTINGENCY @ 15%	3,750	
<b>TOTAL =</b>	<b>\$28,750</b>	

## Notes:

1 The total amount above is a "Not-To-Exceed" amount. Line item amounts are shown for information only and Developer necessarily reserves the discretionary right to reallocate amounts from one category to another as overall project needs may require.

2 Above Project Budget is for 200 Main Street Building Courts Interior Improvements Only

3 Amount of Griffin Structures, Inc. (GSI) Phase I Services Fee to be credited against overall fee of 5% of total project costs if GSI serves as Project Manager during actual course of construction