

PROFESSIONAL SERVICES AGREEMENT  
FOR  
BETWEEN

MARINA COAST WATER DISTRICT  
(or "Owner")

AND

MAHONEY & ASSOCIATES  
(or "Consultant" or "Broker")

Some of the important terms of this Agreement are printed on Pages 2-4. For your protection, make sure that you read and understand all provisions before signing. The terms are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District      DATE: August 13, 2012  
11 Reservation Road      Agreement No. TBD  
Marina, CA 93933

The undersigned Consultant offers to furnish the following:

Professional services to the Marina Coast Water District related to obtaining long term tenants for MCWD District owned property within the Imjin Office Park in Marina, CA.

Contract price \$ Based upon Lease Value pursuant to Leasing Schedule provided by Mahoney & Associates on July 18, 2012 (7% of the rent for the first 12 months, 6% of the rent for the second 12 months, 5% of the rent for the third 12 months, 4% of the rent for the fourth and fifth 12 months, and 3% of the rent for the balance of terms)

Completion date TBD

Instructions: Sign and return two (2) originals. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Marina Coast Water District  
By [Signature]  
Title Deputy General Manager

CONSULTANT:  
By [Signature]  
Title Broker/Associate

Other authorized representative(s):  
Patrick Breen

Other authorized representative(s):  
Alison Goss DRE# 01815323

Approved AS TO Legal Form's Page 1 of 6  
Terna J. Chaffin 8/28/12

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers. In the event of an action for damages is filed in which negligence is alleged on the part of the Marina Coast Water District and Consultant, each party shall provide for its own defense. Consultant agrees to indemnify and reimburse District on a pro-rata basis for all expenses of defense and any judgment or amount paid by Marina Coast Water District in resolution of such claim, but only to the extent of Consultant's liability for damages in such action. Such pro rata share shall be based upon a final or ultimate judicial determination of negligence or in the absence of such determination, by mutual agreement.
3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.
4. Consultant will file with the Marina Coast Water District, before beginning professional services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Marina Coast Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-

consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

5. Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Marina Coast Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it". The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII or as otherwise approved by the Marina Coast Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
6. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.
7. Consultant shall not accept direction or orders from any person other than the Deputy General Manager, or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
8. Final Payment, unless otherwise specified on Page 1, is to be within 30-days after acceptance by the Marina Coast Water District.
9. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.
10. Owner agrees to pay Broker as compensation for services, irrespective of agency relationship(s):
  - a. If during the Listing Period, or any extension Broker, cooperating broker or any other person procures a Tenant who offers to lease/rent the premises on an amount acceptable to the Owner.
  - b. If Owner, within 180 calendar days after the end of the Listing Period or any extension thereof, enters into a contract to transfer, lease or rent Premises to anyone (Prospective Transferee) or that persons related entity: (i) who physically entered and was shown the Premises during the Listing Period or any extension thereof by Broker or cooperating Broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to lease or rent the Premises. Owner, however, shall have no obligation to Broker under this subparagraph (10b.) unless, not later than 5 calendar days after the Listing Period or any extension, Broker has given Owner a written notice of the names of such Prospective Transferees.

- c. If, without Broker's prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension.
11. If commencement of the lease or rental is prevented by a party to the transaction other than the Owner, then compensation due shall be payable only if and when Owner collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the agreed compensation, after first deducting title and escrow expenses and the expense of collection, if any.
12. Owner agrees to pay Broker if Tenant directly or indirectly acquires, or enters into an agreement to acquire title to the Premises or any part thereof, whether by sale, exchange, or otherwise, during the term or any extension of tenancy, compensation equal to XX percent of the selling price or total consideration in said transfer, whichever is greater. Payment is due upon Tenant's direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, shall be through escrow.
13. Owner authorizes Broker to install a "FOR LEASE" sign on the Premises.
14. Information about this listing will be provided to a multiple listing service(s) ("MLS") of Broker's selection. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Marina Coast Water District authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
15. Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to showing the Premises or otherwise. Third parties, including, but not limited to, inspectors, brokers, and prospective tenants, may have access to and take videos and photographs of, the interior of the Premises. Owner agrees: (i) to take reasonable precautions to safeguards and protect valuables that might be accessible during showings of the Premises. Broker does not maintain insurance to protect Owner.
16. The Marina Coast Water District warrants that: (i) The Marina Coast Water District is the legal Owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) the Marina Coast Water District has the authority to both execute this contract and lease or rent the Property.
17. Lead-Based Paint Disclosure: The Premises were not constructed prior to 1978.
18. Owner Representations: Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any recorded Notice of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting the Premises; (iii) any bankruptcy, insolvency or similar proceeding affecting the Premises; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Premises. Owner shall notify the Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
19. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this agreement. Unless Owner gives broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these media, including

MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises. Owner is responsible for determining at what price and terms to list and lease or rent the Premises. Owner further agrees, regardless of responsibility, to indemnify, defend and to hold harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by owner, whether contained in any document, omitted therefrom or otherwise, or from any material facts that Owner knows but fails to disclose.

20. Agency Relationships: (i) Possible Dual Agency With Tenant: Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and Tenant. Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Tenant. If a tenant is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as dual agent for Owner and such Tenant. (ii) Owner understands that Broker may have or obtain listings on other properties and that potential tenants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to Owner's Premises. Owner consents to Broker's representation of owners and tenants of other properties before, during, and after the end of this Agreement.
21. Equal Opportunity: The Premises is offered in compliance with federal, state, and local anti-discrimination laws.
22. In any action, proceeding, or arbitration between Owner and Broker regarding the obligation to pay compensation under this Agreement the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs from the non-prevailing Owner or Broker.
23. This agreement shall be binding upon Owner and Owner's successors and assigns.
24. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.
25. The Consultant shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the Marina Coast Water District. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the Consultant's proposal unless approved by the Marina Coast Water District in writing.
26. This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the Marina Coast Water District and the Consultant. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

27. The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen days of such selection.
28. Time is of the essence. All understandings between the parties are incorporated into this agreement. Its terms are intended by the parties as final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this agreement is to be held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1	
	TO LEASE NO. GS-09B-03074	
LEASE AMENDMENT	PDN Number: N/A	Page 1 of 2
ADDRESS OF PREMISES: 940 SECOND AVE MARINA, CA 93933-6009		

THIS AMENDMENT is made and entered into between **Marina Coast Water District**  
whose address is: **11 Reservation Dr.,  
Marina CA, 93933**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to expand the "premises".

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended to expand.

The Lease Term and Paragraph 1.01(A and B), 1.03(A and B) and 1.08 are hereby deleted in their entirety and the following substituted therefore.

**LEASE TERM**

**TO HAVE AND TO HOLD** the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

~~20 Years, 20 Years Firm,~~

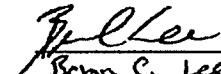
subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

"1.01. The Premises are described as follows:

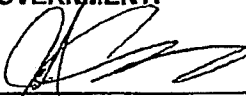
This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:   
Name: Brian C. Lee  
Title: General Manager  
Entity Name: Marina Coast Water District  
Date: 12/16/14

**FOR THE GOVERNMENT:**

Signature:   
Name: Ted Gomez  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 12/17/14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Patrick Brown  
Title: Project Manager  
Date: 12/16/2014

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1	
	TO LEASE NO. GS-09B-03188	
ADDRESS OF PREMISES: <b>1 SANSOME STREET SAN FRANCISCO, CA, 94104-4448</b>	PDN Number: NA	Page 2 of 2

- A. Office and Related Space: 9,107 rentable square feet (RSF), yielding 9,107 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> floor of the Building, as depicted on the floor plan (s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 0 percent. This factor, which represents the conversion from ABOA to rentable square feet, round to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.03. Rent and Other Consideration**

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates below.

	FIRM TERM ANNUAL RENT
SHELL RENT	\$225,033.97
TENANT IMPROVEMENT RENT	\$39,804.48
OPERATING RENT	\$41,801.13
<b>TOTAL ANNUAL RENT</b>	<b>\$306,639.58</b>

- 1. Shell rent calculation: \$24.71 per RSF multiplied by 9,107 RSF
- 2. The Tenant Improvement Allowance of \$502,615.33 is amortized at a rate of 5 percent per annum over 20 years.
- 3. Operating Costs rent calculation: \$4.59 per RSF multiplied by 9,107 RSF

- B. In connection Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 9,107 ABOA SF of office space based upon the methodology outlined under the "Payment" clause of GSA Form 3517"

**1.08 Tenant Improvement Allowance / Building Specific Amortized Capital**

- A. The Tenant Improvement Allowance (TIA) for the purpose of this Lease is \$55.19 per ABOA of office space leased. No TIA is provided with respect to the storage space. The TIA is the amount the Lessor shall make available to the Government to be used for TIs. The amount is amortized in the rent over the term (20 years) at an annual interest rate of 5 percent.

INITIALS:

*BA*  
LESSOR

&

*[Signature]*  
GOVT