

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (this "Agreement") is made and entered into as of the date of this agreement executed by both parties, by and between San Bernardino County, a body corporate and politic of the State of California ("County"), and Jones Lang LaSalle Brokerage, Inc., a Texas Corporation (JLL) (the "Consultant").

RECITALS

A. WHEREAS the County owns approximately 307 acres of land which comprises a portion the Chino Airport ("Chino Airport") located at 7000 Merrill Avenue, Chino, California. The areas comprising the "Subject Property" commonly known as Assessor's Parcel Numbers (APNs) 1026-072-03, 04, 05, 06 (portion); 1026-081-05, 06, 08, 09, 10, 11, 12, 13, 14, 1026-081-15 (portion); 1026-091-02 (portion); 1054-401-01 (portion), 02; 1055-011-01, 02; 1055-041-01 (portion); 1055-171-01, 02; 1055-181-01, 02; 1055-211-01 (portion), 02 (portion), 03 (portion); 1055-221-01, 02, 03 (portion), 04; 1056-011-02; 1056-081-01, 02, 03, 04; and 1056-091-01, 1056-091-02 (portion) are generally highlighted in yellow on Exhibit "A" less the Excluded Transactions properties attached hereto and incorporated herein by this reference (collectively, the "Subject Property"); and

B. WHEREAS, the County has the need for a professional real estate firm to provide marketing and commercial brokerage services to secure executed leases for aeronautical and non-aeronautical uses and recommended related uses on the Subject Property; and

C. WHEREAS the County finds Consultant qualified to provide these services; and

D. WHEREAS the County desires that such services be provided by Consultant and Consultant represents that it is willing and qualified to provide such services to assist the County;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 SCOPE OF WORK

1.1 Scope of Work

Subject to the terms and conditions pursuant hereto, the scope of work to be performed by the Consultant shall be in accordance with the Scope of Work, attached as Exhibit "B" and incorporated herein by this reference (the "Scope of Work"). The parties acknowledge and agree that the Scope of Work is expressly limited to marketing and commercial brokerage services to secure executed leases with quality, high-performing national, regional, and local tenants for aeronautical and non-aeronautical uses and recommended related uses the Subject Property. During the term of this Agreement, Consultant shall be the exclusive real estate broker for such services for the Subject Property.

1.2 Change in Scope of Services

The Consultant shall not perform any work for the County beyond the Scope of Work without the County's prior written consent and the execution of a mutually executed amendment to this Agreement by the parties setting forth the modifications to the Scope of Work. Should either the County or the Consultant desire to modify the Scope of Work, the Consultant shall provide the County with a written proposal setting forth the modifications desired, which shall include (but shall not be limited to) the proposed changes, if any, to the scope, the cost, and the term of this Agreement. If the County, in its sole discretion, consents to proposed modifications, the parties shall execute an amendment to this Agreement for the modified Scope of Work to be performed prior to the commencement of any work on the modified Scope of Work.

1.3 Reserved

1.4 Inspection

During Performance of Scope of Work: The County may, at any time during the Consultant's performance of any portion of the Scope of Work, inspect the Consultant's work. If the County determines in its sole discretion that all or any portion of the Consultant's work is unsatisfactory, the County shall inform the Consultant in writing as to the deficiencies. The Consultant shall have ten (10) days from the date of the County's delivery of such notice (or the Consultant's refusal of delivery, if applicable) to cure such deficiencies. Failure to cure such deficiencies to the County's satisfaction within the ten (10) day period shall be a breach of this Agreement.

1.5 County Obligations

County agrees to disclose to Consultant, to the best of County's knowledge, all information relating to the Subject Property and/or the Subject Property's condition including, but not limited to, structural, mechanical, hazardous materials, zoning and environmental matters. The County hereby discloses that, due to past usage of various contaminants, including volatile organic compounds (VOCs) by prior occupants of the Chino Airport, the County has conducted soil and groundwater investigations and developed remedial action plans for containment and mitigation of VOCs in groundwater pursuant to Cleanup and Abatement Order No. R8-2017-0011 issued by the Regional Water Quality Control Board – Santa Ana Region (Water Board). The County is currently in the process of implementing an Interim Remedial Action Plan, which contains proposed use land restrictions at the Chino Airport, additional information about the Chino Airport Groundwater Remedial Project can be found at the following website: <http://cms.sbcounty.gov/airports/Airports/Chino/CAGRP.aspx>.

County further agrees to provide to Consultant all reasonably identifiable information that are in County's possession, including but not limited to a Geotechnical Investigation Report, County Grading Study, Preliminary Title Report(s), and a Legal Description and Plat of the Subject Property footprint that may assist Consultant in its analysis of the property, provided that County shall only provide final documents related to the Chino Airport Groundwater Remedial Project.

The Consultant acknowledges and agrees that County makes no representations or warranties regarding the accuracy or completeness of any information provided to the Consultant with respect to the Subject Property. Consultant is not obligated to make further inquiry or investigation. County acknowledges that Consultant is not responsible for providing

County with any legal, environmental, accounting, and tax or similar advice. County shall consult with such other advisors as County deems appropriate with respect to such matters.

ARTICLE 2 PROGRESS OF WORK

2.1 Term of the Agreement

The term of this Agreement shall commence on December 5, 2024, and shall expire on December 4, 2025; provided that if the entire Scope of Work is not fully completed by such date, then the County shall have the option, in its sole discretion, to extend the term of this Agreement for up to three (3) additional one-year periods by providing notice to Consultant at any time on or before the expiration of the then current term, or (ii) this Agreement is earlier terminated pursuant to Section 2.2 hereof or as otherwise provided for in this Agreement.

2.2 Termination

For Convenience: Notwithstanding anything to the contrary in this Agreement, either party for its convenience has the right to terminate this Agreement for any reason and at any time during its term, including but not limited to prior to completion of all or any portion of the Scope of Work upon thirty (30) days written notice to the other party of such termination.

For Default: If the Consultant fails to perform any obligation and is in default under the terms of this Agreement beyond any applicable notice and cure periods, then, in addition to any other remedies, the County may terminate this Agreement immediately upon written notice.

Payment Following Termination: In the event of any termination of this Agreement, the Consultant shall continue to invoice the County for any payment of commissions due under Exhibit C for eligible leases that have been mutually executed on or prior to the effective termination date of the Agreement. No other payments following termination shall be due to Consultant other than what is provided in Exhibit C. All property belonging exclusively to the County which is in the Consultant's or subcontractor's possession (including, but not limited to all work performed by the Consultant or any subcontractors prior to the termination, and all Project Documents referenced in Section 3.9) shall, within five (5) days after the effective date of termination, be returned to the County by the Consultant. In addition, on or before the effective termination date of the Agreement, the Consultant shall submit a list of prospective tenants for the Subject Property introduced by the Consultant for which an eligible lease has not been mutually executed, which list is subject to the County's confirmation, and notwithstanding anything to the contrary in this Agreement, if a lease with one or more of the agreed prospective tenants is mutually executed during the six (6) month period following the effective termination date of this Agreement, County shall recognize Consultant as County's exclusive real estate broker with respect to such transaction and County shall pay Consultant a commission in accordance with Exhibit C of this Agreement as though such transaction were fully executed during the term of this Agreement.

ARTICLE 3 CONTROL OF THE WORK

3.1 Authority of the County

The County shall vest authority in the County's Real Estate Services Director ("RESD Director") to decide all questions which may arise as to the quality or acceptability of all or any portion of the Consultant's work and as to the manner of performance and rate of progress of all or any portion of work provided by the Consultant on the Scope of Work. The determination by the RESD Director shall be final. The RESD Director shall have the authority to exercise one-year extension options and execute amendments to this Agreement for such extensions, but in no event shall any extension go beyond December 4, 2028. Any amendment that exceeds the foregoing authority of the RESD Director shall require approval by the County's Board of Supervisors. Notwithstanding anything to the contrary in this paragraph or this Agreement, all leases are subject to approval by the County's Board of Supervisors in its sole discretion.

3.2 Assignment

Performance of the Scope of Work and this Agreement shall not be subcontracted or assigned to any third-party either directly or indirectly except upon the prior written consent of the County in its sole discretion. County's consent to subcontract, assign, or otherwise transfer of any portion of the Scope of Work or this Agreement will not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement.

3.3 Reserved

3.4 Subcontracts

The Consultant shall give its complete attention to the fulfillment of this Agreement and shall keep the Scope of Work to be performed under this Agreement under its control. In the event Consultant desires to have any subcontractors or other third parties (collectively referred to as "subcontractors") perform a portion of the Scope of Work, each subcontractor and its respective portion of the Scope of Work must be approved in writing by the County in its sole discretion prior to the commencement of any such portion of the work to be performed by said subcontractor. The Consultant shall submit a written request to the County identifying each subcontractor and provide a detailed statement of the portion of the Scope of Work and costs of such work to be performed by the subcontractor. Any modifications by the Consultant to previously approved subcontractors or respective portion of the Scope of Work shall be subject to the County's subsequent review and approval. Any contract entered into between the Consultant and any subcontractor for any portion of the Scope of Work related to this Agreement shall incorporate the insurance, indemnity, and other applicable provisions of this Agreement. The Consultant shall be fully responsible to the County for the acts and omissions of the Consultant and any of its permitted subcontractors and County's consent to any subcontractor will not be construed to relieve the Consultant of Consultant's responsibility for the fulfillment of this Agreement.

The County has informed Consultant, and Consultant acknowledges, that the County has engaged Coffman Associates to provide certain consulting services to the County. Consultant shall not be responsible for any services of, or be required to pay any compensation to, Coffman Associates. County's engagement of Coffman Associates shall have no impact on the rights and obligations of the County and Consultant under this Agreement.

Notwithstanding anything to the contrary if Consultant engages Coffman Associates to provide Consultant with certain consulting services to Consultant, Consultant shall be responsible for those services and be required to pay any compensation to, Coffman Associates. County shall not be responsible for those services or be required to pay any compensation to Consultant or Coffman Associates for those services.

3.5 Standard of Performance

The Consultant shall perform the services set forth in the Scope of Work to the satisfaction of the RESD Director and in accordance with generally accepted standards for professional commercial real estate marketing, and related services. While the Consultant shall perform its services in accordance with professional standards in effect at the time the Consultant's services are performed, the Consultant and the County agree and acknowledge that such standards may subsequently change due to improvements in the state of practice and the Consultant shall thereafter perform to such standard. All work performed by the Consultant shall be subject to review and approval of the RESD Director at all times. The Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services for the Scope of Work required under this Agreement in a thorough, competent, timely, and professional manner. Notwithstanding anything to the contrary in this paragraph or this Agreement, all leases are subject to approval by the County's Board of Supervisors in its sole discretion.

3.6 Independent Contractor

The Consultant is an independent contractor and not an officer, employee or agent of the County, and the Consultant is solely responsible for the acts or omissions of Consultant and its subcontractors. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto. Neither the Consultant nor any of the Consultant's subcontractors shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the County's employees. The Consultant, on behalf of itself and its subcontractors, expressly waives any claim it may have to any such rights.

The Consultant shall have no right, power, or authority, expressed or implied, to bind or act on behalf of the County in any capacity or manner whatsoever, nor to incur any obligation, debt or liability of any kind whatsoever on behalf of or against the County, whether by contract or otherwise.

The Consultant and its permitted subcontractor(s) performing the services under this Agreement on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. The Consultant shall not at any time or in any manner represent that the Consultant or any of the Consultant's subcontractors are in any manner officials, officers, employees or agents of the County; provided that Consultant may identify itself as County's real estate agent in accordance with the Scope of Work. Any provisions of this Agreement that may appear to give the County any right to direct the Consultant concerning the details of performing the Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

3.7 Conflict of Interest

The Consultant understands that its professional responsibility under the terms of this Agreement is solely to the County. The Consultant warrants that it presently has no known interest and will not acquire any direct or indirect interest that would conflict with its performance of this Agreement. During the time the Consultant provides services to the County under this Agreement, the Consultant and its subcontractors shall not knowingly participate in any activity, employment, or contractual relationship that would constitute a conflict of interest with its duties to the County or to employ or engage any such person having such an interest. Notwithstanding anything to the contrary in this Agreement, County recognizes that Consultant is a large, international real estate services firm with other clients, and County agrees that such other pre-existing client engagements shall not be a violation of this Section 3.7, unless such other client engagements create an actual conflict of interest, or would violate Government Code Section 1090, the Political Reform Act or any other applicable laws. Consultant may not represent a prospective party to a ground lease transaction with County or either party to a sublease transaction for all or portion(s) of the Subject Property (such that Consultant would serve a dual representation role in the prospective transaction in violation of Government Code 1090 or the Political Reform Act). The Consultant and its subcontractors working under this Agreement shall submit statements of economic interest under applicable law if requested to do so by the County. The Consultant will make prompt disclosure if any such conflicts exist or become apparent in the future and if the County consents in writing to the Consultant's representation of such third parties, the Consultant shall take reasonable actions necessary to mitigate such conflicts to the County's satisfaction (such as establishing conflict wall procedures in addition to the Agreement's confidentiality requirements). The County, in its sole discretion, may terminate this Agreement for convenience in the event a conflict of interest and/or a violation of Government Code 1090 arises with respect to Consultant and its subcontractors without the payment of any commissions due in accordance with Exhibit C.

3.8 Covenant against Contingent Fees

The Consultant warrants that it has not employed or retained any entity or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any entity or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of this Agreement.

For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or, at its sole discretion, deduct from the Consultant's compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or consideration.

3.9 Ownership of Documents

All documents including but not limited to original models, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement (collectively the "Project Documents") shall be the sole property of the County and the Consultant for itself and on behalf of its subcontractors hereby assigns, at no cost to County, all right, title, and interest in the Project Documents to the County. The County hereby grants a license to the Consultant to use the Project Documents solely for the completion of the Scope of Work for the duration of this Agreement and for no other purposes. The Consultant shall not have a right to use the Project Documents after the termination of this Agreement.

Following the completion of the Scope of Work under this Agreement or the earlier termination of this Agreement, the Project Documents shall remain the exclusive property of the County and, the Consultant shall promptly deliver to the County all Project Documents that remain in the Consultant and any of its subcontractors' possession in a format readable by software not proprietary to the Consultant or any subcontractor.

Notwithstanding any term in the Agreement to the contrary, the Consultant shall retain all right, title, and interest in any and all intellectual property: (i) created by the Consultant prior to this Agreement, including (without limitation) the Consultant's proprietary software programs and processes for providing services and (ii) created by the Consultant during the term of the Agreement in the normal course of business for the Consultant's clients generally. Notwithstanding the preceding, all right, title, and interest in the Project Documents and in any other work product created specifically for, and delivered to, the County, shall be retained by County.

All information received by the County from the Consultant or any source concerning this Agreement, including the Agreement itself, may be treated by the County as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). Consultant understands that although all materials received by the County in connection with this Agreement are intended for the exclusive use of the County, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which the Consultant has reasonably requested County to hold in confidence is made to the County, the County shall notify the Consultant of the request and shall thereafter disclose the requested information unless the Consultant, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides County a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the County harmless in any/all actions brought to require disclosure. Consultant waives any, and all claims for damages, lost profits, or other injuries of any, and all kinds in the event County fails to notify Consultant of any such disclosure request and/or releases any information concerning this Agreement received from the Consultant or any other source.

3.10 Compliance with Applicable Laws

The Consultant shall carry out the Scope of Work under this Agreement in conformity with all applicable laws, including without limitation applicable provisions of the County of San Bernardino Code of Ordinances; all applicable disabled and handicapped access requirements, including with limitation the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., Government Code section 4450, et seq., Government Code section 11135 et seq., and the Unruh Civil Rights Act, California Civil Code section 51 et seq. During the term of the Agreement, Consultant shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation, or disability. Consultant agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

In performing the Scope of Work and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and

personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

The Consultant shall at all times observe and comply with all federal, state, and local laws, regulations, ordinances, orders, and decrees applicable to the Scope of Work. The Consultant shall indemnify, defend, and hold harmless the County against any claims of liability arising from any acts or omissions of the Consultant and its subcontractors based on the violation of any such law, regulation, ordinance, order, and decree.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 Compensation

The compensation to be paid to the Consultant under this Agreement is set forth in Exhibit "C" attached hereto and incorporated herein by reference. The compensation set forth in Exhibit "C" shall be full payment for all of the Consultant's services and expenses incurred in the performance of the Scope of Work. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects, errors, or omissions in work performed by the Consultant.

4.2 Invoices

The Consultant shall provide the County with invoices for payment in accordance with this Agreement. Invoices shall identify the transaction for which commission is payable and such details of the transaction that the County reasonably requests with the invoice. All invoices are subject to the County's review and approval in its sole discretion.

Invoices shall be addressed to:

San Bernardino County
Real Estate Services Department
385 N Arrowhead Ave, 3rd Floor
San Bernardino, CA 92415-0180

4.3 Payment by Electronic Funds Transfer (EFT).

Consultant shall accept all payments from County via electronic funds transfer (EFT) directly into the Consultant's designated checking or other bank account. Consultant shall promptly

comply with directions and accurately complete forms provided by County required to process EFT payments.

ARTICLE 5 INSURANCE REQUIREMENTS; INDEMNITY; LIABILITY

5.1 General Insurance Requirements

The Consultant agrees to provide insurance set forth in accordance with the requirements herein. If the Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

5.1.1 Worker's Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all employees providing services on behalf of the Consultant and risks to such persons under this Agreement.

If Consultant has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

5.1.2 Commercial/ General Liability Insurance – The Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of the Consultant providing coverage for bodily injury and property damage with a combined single limit of one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations.
- (b) Products and completed operations.
- (c) Third party property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability, subject to ISO form CGL 0001.
- (g) \$2,000,000 general aggregate limit.

5.1.3 Automobile Liability Insurance – insurance coverage shall be written on ISO Business Auto coverage form for all hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Consultant is transporting one or more non-employee passengers in performance of services under this Agreement, the automobile liability policy shall have a

combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

5.1.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability.

5.1.5 Professional Liability – Professional Liability Insurance with limits of one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits, or Errors and Omissions Liability Insurance with limits of one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” must be before the date of the start of the work under this Agreement. The claims made insurance shall be maintained or “tail” coverage provided for five (5) years after completion of the work or the termination of this Agreement.

5.2 Additional Insured

All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements including the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsements from ISO, CG 2010.04.13.

5.3 Waiver of Subrogation Rights

The Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Consultant and Consultant’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against the County.

5.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5.5 Severability of Interests

The Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Consultant and the County or between the County and any other insured or additional insured under the policy.

5.6 Proof of Coverage

The Consultant shall furnish Certificates of Insurance to the County evidencing the insurance coverage, at the time the Agreement is executed additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, JLL shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Consultant shall furnish a copy of the Certificates of Insurance and relevant endorsements for all applicable policies within fifteen (15) days upon request of the County.

5.7 Acceptability of Insurance Carrier

Unless otherwise approved by the County's Director of Risk Management, insurance shall be written by insurers authorized to do business in the State of California (Except E/O) and with a minimum "Best" Insurance Guide rating of "A-VII".

5.8 Reserved

5.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement.

5.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The County's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever County's Director of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the County's Director of the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the County's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

5.11 Indemnification

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all third party claims and actions, and their resulting losses, damages, and/or liability arising out of this Agreement or the Scope of Work to the extent based on the negligent acts or omissions or intentional misconduct of the Consultant or its officers, employees, subcontractors, sub-consultants, agents, and of persons either directly or indirectly employed by or acting on behalf of them in their performance of this Agreement or the Scope of Work and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This section shall survive termination of this Agreement.

5.12 Consequential Damages

Neither party shall be liable, under any circumstances for any anticipatory or lost profit, special, consequential, punitive, exemplary, incidental or indirect damages of any kind (collectively "non-direct damages") resulting from its performance or non-performance of its obligations under this Agreement even if such non-direct damages are attributed to breach of the contract, tort or negligence or otherwise caused; such party has been advised of the possibility of such non-direct damages; or under applicable law, any such non-direct damages are considered direct damages.

ARTICLE 6 MISCELLANEOUS

6.1 Notices.

Any notice given under this Agreement shall be in writing and deemed given when personally delivered, delivered by reputable overnight delivery service or deposited in the mail (certified or registered with return receipt requested) addressed to the parties as follows:

The County: San Bernardino County
Real Estate Services Department
385 N Arrowhead Ave, 3rd Floor
San Bernardino, CA 92415-0180
Attn: Terry W. Thompson, Director

The Consultant: Jones Lang LaSalle Brokerage, Inc., a Texas Corporation
515 S. Flower St., Suite 1300
Los Angeles, CA 90071
Attn: Charlie Smith, Senior Managing Director - Brokerage

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate as provided in this Section. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery, or refusal of delivery (if applicable).

6.2 Reserved

6.3 Former County Officials

Consultant agrees to provide or has already provided information per form attached hereto as Exhibit "D" on former County administrative officials (as defined below) who are employed by or represent Consultant or its subcontractor(s) being utilized on the Scope of Work. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the Consultant. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of Consultant. For purposes of this section, "County administrative official" is defined as a member of the County or the San Bernardino County Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

6.4 Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County.

The County, by written notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

6.5 Inaccuracies or Misrepresentations

If in the course of the administration of this Agreement, the County determines the Consultant has made a material misstatement, omission or misrepresentation or that materially inaccurate information has been provided to the County, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

6.6 Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights in the Agreement, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This section shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section 5.11, Indemnification.

6.7 Venue

The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of

California, County of San Bernardino. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

6.8 Environmental Products Requirements

In accordance with County Policy 11-08 and 11-08SP, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires the Consultant and its subcontractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires the Consultant and its subcontractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), the Consultant must be able to annually report the County's environmentally preferable purchases using the "REPORT OF ENVIRONMENTALLY PREFERRED GOODS AND SERVICES" form. The Consultant is also asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

6.9 Records

Consultant shall maintain all records and books pertaining to the delivery of the Scope of Work under this Agreement and demonstrate accountability for the performance of its obligations. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Agreement.

All records relating to the Scope of Work, the Consultant's subcontractors, and expenses pertaining to this Agreement shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

6.10 Licenses, Permits and Certifications

Consultant shall ensure that it and its subcontractors have all necessary licenses, permits and/or certifications required by the Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Consultant shall maintain and shall ensure that its subcontractors maintain these licenses, permit and/or certifications in effect for the duration of this Agreement. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit or certification may result in immediate termination of the Agreement by County.

6.11 Waivers

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision under this Agreement.

6.12 Modification

No waiver or modification of this Agreement is valid unless made in writing and signed by both parties.

6.13 Severability

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

6.14 Entire Agreement

This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

6.15 Choice of Law

This Agreement is governed by and to be construed in accordance with the laws of the State of California.

6.16 Headings

Section headings are used for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

6.17 Consultant Representation and Warranty Regarding Execution

This Agreement has been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Consultant and the County. Consultant further represents and warrants that it has full authority to enter into this Agreement without violating anyone else's rights, or any other agreements or contractual obligations.

6.17 County Representation and Warranty

County represents and warrants that it is the fee owner of the Subject Property.

6.18 Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute

one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

6.19 Agency Disclosure

County acknowledges receipt of the "Disclosure Regarding Real Estate Agency Relationship" attached hereto as Exhibit "E". Jordan Kissel (CA DRE #01305341), Sharon Wortmann (CA DRE #01420298), Mike McCrary (CA DRE #01054055), Tom Turley (CA DRE #01161899), Greg Matter (CA DRE #01380731), and such other representatives of Consultant as deemed appropriate by Consultant shall perform the services of Consultant under this Agreement.

6.20 Levine Act Campaign Contribution Disclosure

Consultant has disclosed to the County using Exhibit F – Levine Act Campaign Contribution Disclosure, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Consultant's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Consultant acknowledges that under Government Code section 84308, Consultant is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Consultant will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Consultant or by a parent, subsidiary, or otherwise related business entity of Consultant.

[Signatures of parties on following page]

SAN BERNARDINO COUNTY

**Jones Lang LaSalle Brokerage, Inc.,
a Texas Corporation
CA DRE #01856260**

By: _____
Dawn Rowe, Chair
Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

Tom Bunton, County Counsel
San Bernardino County, California

By: _____
John Tubbs II, Deputy County Counsel

Date: _____

By: _____
Charlie Smith

Title: Senior Managing Director - Brokerage

Date: _____

By: _____
(name)

Title: _____

Date: _____

EXHIBIT “A” – SUBJECT PROPERTY (areas highlighted in yellow)



EXHIBIT “B” - SCOPE OF WORK

A. BACKGROUND INFORMATION

Located at the heart of the Southern California economy, the Chino Airport (CNO) is found in San Bernardino County within minutes of Los Angeles, Orange and Riverside counties. According to the 2010 Chino Airport Economic Benefit Analysis, CNO is the largest non-commercial airport within a 20-mile radius, making it a leading general aviation airport for independent pilots, students, trainers and corporate users with approximately 72,457 itinerate flights including arrivals and departures. The economic benefits of Chino Airport, including on-airport, are air visitor and secondary benefits (which result as dollars recirculated in the regional economy), calculated to be \$95.0 million in revenue, \$32.2 million in earnings and 593 jobs created.

CNO was once the home of Cal-Aero Academy, an independent flying school that existed when World War II started. The U.S. Army Air Forces contracted with the school to provide basic and primary flight training for Army Air Cadets. During the war, Cal-Aero operated the training base with Stearmans and BT-13s. The name "Cal-Aero" is preserved at the airport, and it can be seen on several buildings.

Starting in early 1945, surplus training aircraft due to the cessation of pilot training programs, and hundreds of post-war combat aircraft were flown into CNO for disposal, making CNO a vast parking lot for warplanes. Soon, CNO was filled with everything from T-6s to B-24 Liberators. Most planes met an undignified end through dismantling.

During the mid-1960s, CNO was used as the location setting for the TV series 12 O'Clock High, as the fictitious Archbury Army Airfield, which was home base to the (equally fictitious) 918th Bomb Group. The airfield itself and a number of World War II-era buildings were used for exterior shots.

CNO is currently the home of two aircraft museums, the Planes of Fame and the Yanks Air Museum, and the airport is one of the centers of aircraft restoration and preservation with several different companies that do this work at the Airport.

CNO is located on approximately 1,097 acres of land at an elevation of 650 feet above mean sea level. CNO is classified as a Basic Transport Airport in the National Plan of Integrated Airport Systems. CNO is designated as a general aviation reliever airport for John Wayne Airport in Orange County.

Facilities at CNO consist of the airfield, general aviation facilities, hangars, administrative facilities, service and maintenance facilities, expansion land areas, Air Traffic Control Tower, aircraft rescue and firefighting, aircraft fuel facilities, and ancillary support services. The airfield is comprised of three runways and various paved taxiways.

In order to continue the financial growth of CNO, as well as support the increasing demand for general aviation services in the region, the County is seeking a professional real estate firm with expertise, skills, capabilities, and experience to provide marketing and commercial brokerage services to secure executed leases with quality, high-performing tenants that are national, regional and local for aeronautical, non-aeronautical, and recommended related uses on land located at Chino Airport within the Subject Property.

CNO sits in a diversified economy poised for growth with industrial warehousing that include a Walmart fulfillment facility, a FedEx Ground facility and a Best Buy fulfillment facility and retail and education uses, including the Chaffey College Campuses. The economy around CNO is supported by its direct access to the 14,173-acre Chino Hills State Park and the 2,000-acre Prado Regional Park that offers fishing, camping and other recreational activities along with access from Highways 91, 71, 10, 60 and State Route 83. CNO is surrounded by new residential development directly to the south, the Preserve at Chino, and continues east of the airport with Parkview Meadow and Avonlea. CNO is an actively engaged airport and has an abundant amount of land zoned for industrial, residential and retail development in the surrounding area.

CNO is convenient with freeway accessibility near Interstates 10, 15 and state highways 60 and 71, providing access to the key land developments, labor and demographic attributes that support manufacturing and continued aeronautical job growth in the region. Target market opportunities will be aeronautical along with any non-aeronautical and recommended related uses, subject to FAA approval.

Currently the County is undertaking implementation of an Interim Remedial Action Plan (IRAP) to remediate groundwater contamination in the vicinity of CNO. Part of the continuing efforts related to the IRAP may include imposition of land use controls to prevent further impacts to groundwater, installation of additional monitoring systems, and potential investigative work as necessary, or as required by the Santa Ana Regional Water Quality Control Board (RWQCB). Consultant must cooperate with the County and County's legal counsel as they determine any limitations on specific areas within CNO to adhere to RWQCB requirements and implementation of the IRAP.

B. PROJECT DESCRIPTION

1. The County is engaging Consultant to provide marketing and commercial brokerage services to secure executed leases with quality, high-performing national, regional and local tenants for aeronautical and non-aeronautical uses and any recommended related uses on land at Chino Airport within the Subject Property, with any non-aeronautical and recommended related uses subject to FAA approval. The County reserves the right to modify the Subject Property.
2. Reserved
3. As part of scope of services to be provided to County, Consultant shall do the following:
 - a. Examine the Subject Property and present a detailed written marketing plan for aeronautical, non-aeronautical and recommended related uses that could be developed within the Property Area.
 - b. Develop and implement (as approved by the County) strategies for long term leasing opportunities of the Subject Property and provide projections for timing to secure executed leases.
 - c. Work with RESD and Airports designated staff to negotiate new leases with prospective tenants, excluding Excluded Transactions (as defined in Exhibit C) for which commissions will not be paid.
 - d. Recommend the most profitable lease structure that the County should consider.
 - e. Develop a targeted leasing and marketing plan for aeronautical, non-aeronautical and recommended related uses that could be developed within the Subject Property.
 - f. Monthly Activities and Reports: marketing progression and forecasting and; fiscal progression and forecasting and market analysis of the market area.
 - g. Meet with County staff as requested.

C. SERVICES

Consultant will provide the following services, or some combination thereof (as determined by County, at its sole discretion):

1. Space Planning/Real Estate Requirements: Development plan recommendations, space available and other documentation to be submitted for County approval on real estate assumptions and requirements that will be incorporated into the tenant search and selection process.
2. Develop a recommended Targeted Leasing and Marketing Plan: Prepare targeted leasing and marketing plan and materials to solicit aeronautical and non-aeronautical tenants and developers interested in leasing space located in the West San Bernardino County market. The materials shall specify minimum tenant improvement requirements, including, but not limited to, location analytics, demographics, total floor area, optimum floor plan size, special operational features and requirements, construction schedules / timelines and financial requirements. Consultant will conduct any pre-proposal conferences and shall be responsible for responding to all inquiries. The leasing and marketing plan should be set forth in a presentation package appropriate for distribution

to potential users, investors, their consultants and advisors, to include mapping of the site, related illustrations and exhibits.

3. Tenant Search and Tenant Selection: Market leasing opportunity to brokers and other resources with property listings and conduct initial assessment of all responses, including communicating to County any tenant requests related to building specifications, conceptual design and construction, and evaluations for seismic, ADA life/safety regulations, and providing recommendations to County (if requested by County) for third party experts to advise County on such matters as deemed necessary by County. Coordinate and conduct site tours for County staff and tenant representatives.
 - a. Develop and provide a database of viable prospective tenants and users for aeronautical, non-aeronautical, and recommended related uses, which will become the property of the County, with an emphasis on aeronautical uses. Non-aeronautical and recommended related uses are subject to FAA approval.
4. Proposal Evaluation/Short List Recommendation: Consultant will review and evaluate all submitted tenant proposals and assist County with its due diligence to confirm the merits of any tenant proposal received. Consultant will confirm all costs associated with the lease or each building / space under consideration; determine amount of improvement necessary and costs associated with having buildings in move-in ready condition (as an option); Consultant will identify and recommend a short-list of possible tenants as options for review by County.
5. Negotiations: Upon request and approval to proceed by County, Consultant will develop, present and obtain approval of the real estate negotiation strategies and principles from County. Conduct new negotiations to secure the best possible real estate transaction with maximum revenues and concessions consistent with professional ethics and the market conditions. Consultant in coordination with County's legal counsel must present to County written documentation of the negotiation process, terms of agreements, Letters of Intent, etc. Notwithstanding anything to the contrary herein, County acknowledges that Consultant is not providing County with any legal advice or services.
6. Final Recommendation: Consultant will present the terms and conditions for the recommended tenant final options for review and approval to County and will support the development of a presentation to the San Bernardino County Board of Supervisors, if necessary.

EXHIBIT “C”
COMPENSATION FOR SCOPE OF WORK

Procurement and payment for the Scope of Work will adhere to County’s Board Policies and Standards. All fees and commissions agreed to be paid by the County to Consultant in accordance with this Exhibit C will require the approval of the County Board of Supervisors.

- a) If Consultant is not already a registered County vendor, Consultant will be required to first sign onto the County’s Purchasing website and register as a VENDOR (e-Procurement Vendor Registration). Consultant must submit a W-9 and insurance. Below is the link to the County’s Purchasing web site to initiate vendor registration. Please request a W-9 form and New Vendor request form to complete and return to the County. These forms will be used to register the Consultant with the Auditor/Controller system (SAP)

<http://www.sbcounty.gov/purchasing/home/eProRegistration>

- b) The compensation to be paid as commission to the Consultant under this Agreement will be set forth in a Resolution which is subject to approval by the County’s Board of Supervisors along with the eligible lease. The commission schedule set forth below is based on a maximum of the first ten (10) years of the initial term of a mutually executed lease with a quality, high-performing national, regional, or local tenant, excluding Excluded Transactions and subject to the Aggregate Commission Cap if the Subject Property is not entirely leased in one transaction to a single tenant. Commissions will only be paid for mutually executed leases (but not options to lease or contingent leases) that meet the requirements of this Agreement. Commission will not be paid for any renewal terms. Notwithstanding anything to the contrary in this Agreement, the following premises are excluded from any commission payments under this Agreement: (i) leases for Subject Property that are executed with existing tenants/users at Chino Airport or any other County-operated airport, (ii) leases that are executed with potential tenants/users who have been in discussions or negotiations with the County prior to the execution of this Agreement for any of the following premises: Assessor’s Parcel Numbers 1055-211-03 (portion), 1055-221-01(portion),1055-221-03 (portion),1026-072-06 (portion),1026-091-01 (portion), 1026-091-02 (portion), 1054-401-01 (portion) and 1054-401-02 (portion) and (iii) leases with any tenants/users outside of the Subject Property; (collectively, the “Excluded Transactions”). Consultant will not provide services or be entitled to compensation with respect to any of the Excluded Transactions. Any information the Consultant receives from the County regarding the Excluded Transactions shall be kept confidential by Consultant.

The agreed commission schedule is as follows:

Payment Events	Event Compensation
Mutual Execution of Agreement	\$0.00.
Single transaction with one tenant that results in a mutually executed lease for the entire Subject Property meeting the requirements of this Agreement	Flat fee of \$3,750,000.
Multiple transactions for different tenants that result in two or more mutually executed leases for portion(s) of the Subject Property meeting the requirements of this Agreement: 2.5% of the ground lease base rent payments for years 1-5 of initial term, plus 1.25% of the ground lease base rent payments for years 6-10 of the initial term (for avoidance of doubt, multiple transactions with the same tenant or tenant affiliate shall be deemed a single	Aggregate Fee is capped at \$6,000,000.

transaction for a flat fee and shall not be eligible for the multiple transaction fee).	
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- c) The Payment Structure for any commissions due is: (a) 25% upon Board of Supervisor approval of a mutually executed eligible lease, and (b) 75% through a monthly invoice from JLL to County, provided that monthly commission payments shall be paid from 100% of the monthly base rent actually received by County from the subject tenant under the subject lease and such installments shall continue until the earlier of the date that the remainder of the commission due is paid in full or the date the subject ground lease is terminated, in which case, no further installments of the commission shall be payable by the County to the Consultant even if the commission has not be paid in full on the date the subject ground lease is terminated.

Notwithstanding anything to the contrary in this Agreement, the aggregate fee for all separate transactions with commission payable in accordance with paragraph (b) above shall not exceed \$6,000,000 ("Aggregate Commission Cap").

EXHIBIT "D"

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the APPRAISER, the date the Official entered APPRAISER'S employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

EXHIBIT “E”

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (as required by the California Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER’S AGENT

A Seller’s agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller’s agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

- a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- a. Diligent exercise of reasonable skill and care in performance of the agent’s duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER’S AGENT

A Buyer’s agent can, with a Buyer’s consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller’s agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

- a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- a. Diligent exercise of reasonable skill and care in performance of the agent’s duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- b. Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer’s or Seller’s financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller’s willingness to accept a price less than the listing price or the Buyer’s willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CALIFORNIA CIVIL CODE PRINTED ON THE FOLLOWING PAGE.

We acknowledge that Agent represents us as (check one):

☐ Tenant/Buyer ☐ Landlord/Seller _____ -

_____ Date _____

Agent: Jones Lang LaSalle Brokerage, Inc.

CA Civil Code Sections 2079.13 through 2079.24 (2079.16 appears on the previous page)

2079.13. As used in this Section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a) “Agent”** means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent’s salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b) “Buyer”** means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. “Buyer” includes a vendee or lessee of real property. **(c) “Commercial real property”** means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d) “Dual agent”** means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e) “Listing agreement”** means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f) “Seller’s agent”** means a person who has obtained a listing of real property to act as an agent for compensation. **(g) “Listing price”** is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller’s agent. **(h) “Offering price”** is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i) “Offer to purchase”** means a written contract executed by a buyer acting through a buyer’s agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j) “Real property”** means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k) “Real property transaction”** means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l) “Single-family residential property” or “single-family residential real property”** means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year’s duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m) “Sell,” “sale,” or “sold”** refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year’s duration. **(n) “Seller”** means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. “Seller” includes both a vendor and a lessor of real property. **(o) “Buyer’s agent”** means an agent who represents a buyer in a real property transaction.

2079.14. (a) A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: (1) The seller’s agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. (2) The buyer’s agent shall provide the disclosure form to the buyer as soon as practicable before execution of the buyer’s offer to purchase. If the offer to purchase is not prepared by the buyer’s agent, the buyer’s agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17. (a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

(Name of Seller's Agent, Brokerage firm and license number) is the broker of (check one):

- ☐ the seller/landlord; or
- ☐ both the buyer/tenant and seller/landlord (dual agent)

(Name of Seller's Agent and license number) is (check one):

- ☐ the Seller/Landlord's Agent (salesperson or broker associate)
- ☐ both the Buyer/Tenant's and Seller/Landlord's agent (dual agent)

(Name of Buyer's Agent, Brokerage firm and license number) is the broker of (check one):

- ☐ the buyer/tenant; or
- ☐ both the buyer/tenant and seller/landlord (dual agent)

(Name of Buyer's Agent and license number) is (check one):

- ☐ the Buyer/Tenant's Agent (salesperson or broker associate)
- ☐ both the Buyer/Tenant's and Seller/Landlord's agent (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing

price or the buyer is willing to pay a price greater than offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



Exhibit "F"

Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Consultant must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Consultant:	Jones Lang LaSalle Brokerage, Inc.	
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?	Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No *	
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision:	John Gates	
4. If the entity identified in Question No. 1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):	John Gates	
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):		
	Company Name	Relationship
	N/A	N/A
	N/A	N/A
	N/A	N/A
6. Name of agent(s) of Consultant:		
	Company Name	Agent(s) (if less than 12 months prior)
	Jones Lang LaSalle Brokerage	Jordan Kissel
7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district:		
	Company Name	Subcontractor(s): Principal and/or Agent(s):
	N/A	N/A
	N/A	N/A
8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board <u>and</u> (2) have a financial interest in the outcome of the decision:		
	Company Name	Individual(s) Name
	N/A	N/A
	N/A	N/A

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐* If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Consultant certifies that the statements made herein are true and correct. Consultant understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Charlie Smith

Charlie Smith (Apr 1, 2025 17:49 PDT)

Signature

Charlie P. Smith

Print Name

Date

Jones Lang LaSalle Brokerage, Inc.

Print Entity Name, if applicable