

CONSULTANT: CBRE, Inc.
CONTACT PERSON: S. Murray Brackett, MAI
ADDRESS: 1420 Fifth Avenue, Suite 1700
Seattle, WA 98101
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 95-2743174/600102872
TELEPHONE/FAX NUMBER: (206) 595-1068 (206) 292-1600
COUNTY DEPT: Conservation & Natural Resources
DEPT. CONTACT PERSON: Jessica Hamill
TELEPHONE/FAX NUMBER: O: 425-388-6476 | C: 425-308-6240
PROJECT: Floodplains by Design Appraisal Services
AMOUNT: \$98,980
FUND SOURCE: #SEAFBD-2019-SnCoPW-00051 &
SEAFBD-2123-SnoCoPW-00013
CONTRACT DURATION: Execution through December 31, 2025

AGREEMENT SWMCC02-22 FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and CBRE INC, a Washington State Corporation, (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide Floodplains by Design property appraisals within two overarching categories, easements and full fee, as provided in Schedule A of this Agreement. This Agreement is the product of County RFP No. 45-21SB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (the “Effective Date”) and shall terminate on December 31, 2025. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2025, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

All Invoices must be sent for Contract compliance review to:

SWMContracts@snoco.org

OR

**Surface Water Management
Attn: Connie Price
3000 Rockefeller, M/S 303
Everett, WA 98201**

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County’s VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$98,980 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor’s obligations under this Agreement (the “Contractor personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial

insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Jessica Hamill
Title: Project Specialist IV
Department: Conservation & Natural Resources, Surface Water Management
Division
Telephone: (425) 388-6476
Email: jessica.hamill@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform

to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. Except as provided in Schedule A concerning the use of specialists, the Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the

County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the

performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operation.

Contractual Liability shall be included with ability to identify contract #s;

Stop Gap shall be included (unless insured as Employers Liability under Part B. of a Workers Compensation Insurance Policy);

Personal Injury Advertiser's Liability shall be included.

(ii) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage, including Waiver of Subrogation endorsement in favor of County, on a coverage form at least as broad as CA 0001 current edition, on all owned, non-owned and hired autos.

If hauling hazardous waste, Pollution Liability at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached unless the transportation pollution risk is covered under the Contractor's Pollution Liability insurance policy.

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Professional Liability: \$1,000,000 each occurrence

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged

veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion,

to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon two (2) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be

sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish Co. Dept. of Conservation & Natural Resources
Surface Water Management Division
3000 Rockefeller Ave, M/S 303
Everett, WA 98201
Attention: Jessica Hamill

If to the Contractor: CBRE Inc.
1420 Fifth Avenue, Suite 1700
Seattle, WA 98228
Attention: S. Murray Brackett, MAI

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties execute this Agreement on the date of the last party to sign.

SNOHOMISH COUNTY:

Lacey Harper Digitally signed by Lacey Harper
Date: 2022.12.16 08:57:23
-08'00'

County Executive _____ Date _____

Approved as to insurance
and indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.10.05 17:39:53 -07'00'

Risk Management _____ Date _____

Approved as to form only:

Hart, Alethea Digitally signed by Hart, Alethea
Date: 2022.09.27 11:42:00
-07'00'

Deputy Prosecuting Attorney _____ Date _____

CBRE Inc.:

**Stephen Murray
Brackett** Digitally signed by Stephen
Murray Brackett
Date: 2022.09.30 13:26:26 -07'00'

_____ Date _____

Approved as to form only:

_____ Date _____
Legal Counsel to the Contractor

COUNCIL USE ONLY	
Approved	<u>12/14/2022</u>
ECAF #	<u>2022-1059</u>
MOT/ORD	<u>Motion 22-434</u>

Schedule A
Scope of Services

Activities

Task 1 – Easement Appraisals

- A. The Appraiser will perform appraisals for various simple and complex easements including for properties with agricultural or residential land use, and may contain rivers, streams, or creeks. The County will submit a work order (via email) for the requested appraisal with the property information needed to determine if it is simple or complex. More specifically, appraisals will be performed for easements such as:
- Various types of conservation easements including but not limited to:
 - o Riparian/channel migration easements – that allow for native riparian plantings and invasive control
 - o Restoration easements – that allow for restoration actions such as new side channels or other habitat improvements
 - o Open space easements – maintaining a property in open space in perpetuity
 - o Agricultural conservation easements (in coordination with Land Trust partners as part of the CFS program) – that conserve a property in agriculture in perpetuity
 - o Flood easements – easements that allow for inundation of flood waters on a property
 - o Channel migration easements – easements that purchase the right of a landowner to prohibit channel migration
- B. The Appraiser will complete appraisals in accordance with any completion dates outlined in this Agreement. Budget deviations are allowed between budget objects (e.g., Appraiser may spend less money on one task and more on another), but under no circumstances may Appraiser exceed the total project cost. Approval of the County Project Manager is required in advance of any budget deviation.
- C. All appraisal reports must include: name/address of seller, general vicinity map, site specific map, and legal description.
- D. Snohomish County requests narrative Appraisal Reports that follow the Uniform Appraisal Standards of Professional Appraisal Practice (USPAP) as is required of our grant funding. No restricted appraisals will be accepted (they are unacceptable for public disclosure). No appraisals with confidential comparable data that cannot be independently verified will be accepted.

Task 1 – Expected Outcomes

Timely and complete submittal of appraisal reports and supporting documentation

The Appraiser's analysis that led to the larger parcel determination and the determination itself must both be reported. The Appraiser is responsible for requesting from the County any additional title reports/information necessary to complete the assignment.

The appraisal must note and explain all Hypothetical Conditions and Extraordinary Assumptions, as well as what impact using them will have on the valuation. The Appraiser is strongly encouraged to discuss their use with the review appraiser before inclusion in the analysis.

The Appraiser, as needed for the completion of an appraisal, is to identify and select specialists appropriate for the assignment (land use planners, landscapers, wetland biologists, sign companies, etc.) that they will hire and manage. Specialist costs are incorporated into the cost for each appraisal as set forth in Schedule B. The Appraiser will provide written notice to the County of its use of a specialist, and identify the specialist by name and subject area, within 14 business days of Appraiser hiring a specialist.

Appraiser must offer an opportunity for each property owner to accompany them on a site inspection and the appraisal must document that owner contact. See Appraisal Criteria #10 below for more details.

Appraiser will identify Snohomish County as the client and intended user, along with the Washington Department of Ecology, who is the grant funding agency for these acquisitions, as an intended user. There may also be other intended users on a project-by-project basis (i.e. Washington Recreation and Conservation Office).

Appraisal Criteria

1. Appraiser is required to be a State of Washington Certified General Real Estate Appraiser.
2. The Appraisal assignment will be completed in compliance with all applicable State and Federal Appraisal Standards, including the Uniform Standards of Professional Appraisal Practice (USPAP), the Washington State Recreation and Conservation Office (RCO) / Recreation and Conservation Funding Board (RCFB's) Manual 3, Acquisition Projects for a non-federally funded grant program, and the Washington Department of Ecology's Floodplains by Design Grant Program 2023-2025 funding Guidelines.
3. Complete Before & After Narrative Appraisal Reports are required for easement appraisals only;
4. The appraisals will use the Washington Pattern Instruction (WPI) 150.08 definition of Fair Market Value.
5. The appraisal reports shall each include a complete analysis of subject larger parcel;
6. Each appraisal report shall include photographs, sketches, location maps and other proper identifications so as to fully identify significant features of the property appraised;
7. Mapping shall be contained within each appraisal report so that the review appraiser can drive to the comparables without developing additional maps;

8. All sales must be confirmed with a party involved with the transaction consistent with the USPAP. List name of party and date of confirmation. Detailed sale write-ups including photos and sketches are required to be included in each appraisal;
9. In addition to all other elements on the comparable write-up page, please provide the date the sale was verified, who verified the sale in your office, with whom the transaction was verified, and how they were contacted (phone number, email, or some means that the reviewer can verify the data if necessary);
10. The Appraiser is required to contact the owner or owner's designated representative and offer the opportunity to accompany the Appraiser during the Appraiser's inspection of the property and will include a "Statement of Accompaniment" within the body of the appraisal report. The Appraiser is expected to convey owner questions and concerns in the owner contact write up. Owner contact is an essential, necessary and required part of the appraisal service. Appraisers must be willing to meet with property owners. If the owner was not contacted, the Appraiser must document the efforts made to contact the owner and reasons for the failed contact;
11. When possible or needed, the review appraiser may accompany the Appraiser on inspection of the subject property;
12. Title reports and property maps will be provided by Snohomish County. If requested by the Appraiser, environmental reports, as available, will be provided by the Snohomish County;
13. The estimate of value or compensation shall be current market value before and after acquisition. The Appraiser shall disregard any decrease or increase in the fair market value of the real property caused by any future restoration projects for which the property is to be acquired or by the likelihood that the property would be acquired for any future restoration projects, other than that due to physical deterioration within the reasonable control of the owner;
14. All sale, lease rate, and discount rate analysis shall include comparison charts or grids, be supported by current market data and a narrative analysis explaining supporting necessary adjustments;
15. The Appraiser agrees to work closely with the review appraiser throughout the appraisal process in an effort to minimize corrective actions that may be required by the review appraiser after delivery of the appraisal report for review. All corrective actions requested by the review appraiser must be adequately addressed by the Appraiser and in a timely manner;
16. The report shall include a "5-year sales history" of the subject property. This must be clearly labeled "5 Year Sales History;"
17. Footers on each page shall contain, at a minimum, the parcel number, Appraiser's file number and date of value;
18. All appraisals shall have the effective date of the value opinion and the date of the report;
19. All appraisals shall include a summary (accounting) page and a personality page.

Snohomish County reserves the right to reject without review or partial payment any Appraisal report submitted for review that does not conform to the above format without advance written approval.

Task 1 – Deliverables

- Complete appraisal reports submitted to Snohomish County within 60 days of assignment.

Task 2 – Full Fee Appraisals

The Appraiser will perform appraisals for full fee acquisitions. Some will be simple appraisals while others will include more complex appraisal considerations like life estate agreements or leases. Examples of simple and complex appraisals include: full fee for agriculture; residential; and rivers, streams, or creeks.

- A. The Appraiser will complete appraisals in accordance with any completion dates outlined in this Agreement. Budget deviations are allowed between budget objects (e.g., the Appraiser may spend less money on one task and more on another), but under no circumstances may the Appraiser exceed the total project cost. Approval of the County Project Manager is required in advance of any budget deviation.
- B. All appraisal reports must include: name/address of seller, general vicinity map, site specific map, and legal description.
- C. Snohomish County requests narrative Appraisal Reports that follow the Uniform Standards of Professional Appraisal Practice (USPSP) as is required of our funding.. No restricted appraisals will be accepted (they are unacceptable for public disclosure). No appraisals with confidential comparable data that cannot be independently verified will be accepted.

Task 2 – Expected Outcomes

Timely and complete submittal of appraisal reports and supporting documentation

The Appraiser’s analysis that led to the larger parcel determination and the determination itself must both be reported. The appraiser is responsible for requesting from the County any additional title reports/information necessary to complete the assignment.

The appraisal must note and explain all Hypothetical Conditions and Extraordinary Assumptions, as well as what impact using them will have on the valuation. The Appraiser is strongly encouraged to discuss their use with the review appraiser before inclusion in the analysis.

The Appraiser, as needed for the completion of an appraisal, is to identify and select specialists appropriate for the assignment (land use planners, landscapers, wetland biologists, sign companies, etc.) that they will hire and manage. Specialist costs are incorporated into the cost for each appraisal, as set forth in Schedule B. The Appraiser will provide written notice to the County of its use of a specialist, and identify the specialist by name and subject area, within 14 business days of Appraiser hiring a specialist.

Appraiser must offer an opportunity for each property owner to accompany them on a site inspection and the appraisal must document that owner contact. See Appraisal Criteria #10 below for more details.

Appraiser will identify Snohomish County as the client and intended user, along with the Washington Department of Ecology, who is the grant funding agency for these acquisitions, as an intended user. There may also be other intended users on a project-by-project basis (i.e. Washington Recreation and Conservation Office).

Appraisal Criteria

1. Appraiser is required to be a State of Washington Certified General Real Estate Appraiser.
2. The Appraisal assignment will be completed in compliance with all applicable State and Federal Appraisal Standards, including the Uniform Appraisal Standards for Federal Land Acquisitions (USPAP) and the Washington State Recreation and Conservation Office (RCO) / Recreation and Conservation Funding Board (RCFB's) Manual 3, Acquisition Projects for a non-federally funded grant program;
3. Complete Before & After Narrative Appraisal Reports are required;
4. The appraisals will use the Washington Pattern Instruction (WPI) 150.08 definition of Fair Market Value.
5. The appraisal reports shall each include a complete analysis of subject larger parcel;
6. Each appraisal report shall include photographs, sketches, location maps and other properly identifications to fully identify significant features of the property appraised;
7. Mapping shall be contained within each appraisal report so that the review appraiser can drive to the comparables without developing additional maps;
8. All sales must be confirmed with a party involved with the transaction consistent with USPAP. List name of party and date of confirmation. Detailed sale write-ups including photos and sketches are required to be included in each appraisal;
9. In addition to all other elements on the comparable write-up page, please provide the date the sale was verified, who verified the sale in your office, with whom the transaction was verified, and how they were contacted (phone number, email, or some means that the reviewer can verify the data if necessary);
10. The Appraiser is required to contact the owner or owner's designated representative and offer the opportunity to accompany the Appraiser during the Appraiser's inspection of the property and will include a "Statement of Accompaniment" within the body of the appraisal report. Documentation shall be included in the appraisal. The Appraiser is expected to convey owner questions and concerns in the owner contact write up. Owner contact is an essential, necessary and required part of the appraisal service. Appraisers must be willing to meet with property owners. If the owner was not contacted, the Appraiser must document the efforts made to contact the owner and reasons for the failed contact;
11. When possible or needed, the review appraiser may accompany the Appraiser on inspection of the subject property;

12. Title reports and property maps will be provided by Snohomish County. If requested by the Appraiser, environmental reports, as available will be provided by Snohomish County;
13. The estimate of value or compensation shall be current market value. The Appraiser shall disregard any decrease or increase in the fair market value of the real property caused by any future restoration projects for which the property is to be acquired or by the likelihood that the property would be acquired for any future restoration projects, other than that due to physical deterioration within the reasonable control of the owner;
14. All sale, lease rate, and discount rate analysis shall include comparison charts or grids, be supported by current market data and a narrative analysis explaining supporting necessary adjustments;
15. The Appraiser agrees to work closely with the review appraiser throughout the appraisal process to minimize corrective actions that may be required by the review appraiser after delivery of the appraisal report for review. All corrective actions requested by the review appraiser must be adequately addressed by the Appraiser and in a timely manner;
16. The report shall include a “5-year sales history” of the subject property. This must be clearly labeled “5 Year Sales History;”
17. Footers on each page shall contain, at a minimum, the parcel number, Appraiser’s file number and date of value;
18. All appraisals shall have the effective date of the value opinion and the date of the report;
19. All appraisals shall include a summary (accounting) page and a personality page.

Snohomish County reserves the right to reject without review or partial payment any Appraisal report submitted for review that does not conform to the above format without advance written approval.

Task 2 – Deliverables

- Complete appraisal reports submitted to Snohomish County no later than 60 days of assignment.

Schedule B
Compensation

Type	Hourly Rate	Number of Estimated Hours	Maximum Total by Appraisal
Full fee, simple; agriculture (i.e. Ag-10, open space agriculture)	\$200.00	23	\$ 4,600.00
Full fee, complex; agriculture	\$200.00	24	\$ 4,800.00
Full fee, simple; residential	\$180.00	22	\$ 3,960.00
Full fee, complex; residential	\$180.00	24	\$ 4,320.00
Full fee, simple; rivers, streams or creeks	\$180.00	22	\$ 3,960.00
Full fee, complex; rivers, streams or creeks	\$200.00	24	\$ 4,800.00
Easement, simple; agriculture	\$200.00	23	\$ 4,600.00
Easement, complex; agriculture	\$200.00	25	\$ 5,000.00
Easement, simple; residential	\$180.00	23	\$ 4,140.00
Easement, complex; residential	\$200.00	25	\$ 5,000.00
Easement, simple; rivers, streams or creeks	\$200.00	23	\$ 4,600.00
Easement, complex; rivers, streams or creeks	\$200.00	25	\$ 5,000.00