

**SHORT FORM CONSULTING AGREEMENT
PRE-DEVELOPMENT MANAGEMENT SERVICES**

This "Agreement" dated February 01, 2018, is made by and between the Second Judicial District Court ("Court"), and GSD Nevada LLC, a Nevada limited liability company ("Development Manager").

PROJECT: Proposed Second Judicial District Court Courthouse located in Washoe County, Reno, Nevada (the "Project" and "SJDC-002").

DATE OF AGREEMENT: February 01, 2018

1. All services, labor, material, and conditions of performance involved in this Agreement shall be in accordance with that certain Second Judicial District Court Scope of Work Proposal (the "Proposal"), incorporated herein as Exhibit "A", the terms of this Agreement, and those certain standard terms and limiting conditions appended herein.
2. Engagement: Development Manager will provide services (the "Services") as requested by Court:
 - a. Pre-development services as described in the Proposal.
3. Term of Engagement:
 - a. A continuation of SJDC-001 with an estimated term of six (6) months to nine (9) months, or an approximate 180-day to 270-day engagement unless either party delivers a written thirty (30) day termination notice to the other party.
 - b. Start Date: Upon Notice to Proceed or similar written authorization from Court but based on prior verbal discussion assumed to start on or around the date of this Agreement.
4. Compensation:
 - a. Engagement Fee: Not to exceed \$45,000.00 for the term of this engagement without prior written authorization by Court.
 - b. Costs: Not to exceed twenty percent (20%) of the cumulative monthly engagement fees without prior written authorization by Court.
 - c. Fee & Cost Structure: Engagement fees and costs will be billed on a time and materials basis as described and incorporated herein as Exhibit "B". Costs will include copies of sufficient information to support such billings.
 - d. We will initiate work related to this Agreement upon Court authorization and a signed copy of this Agreement. The retainer of \$7,500.00 for SJDC-001 will apply to this agreement and be credited against any final balance owed to Development Manager under SJDC-002.
5. Standard Conditions and Limitations:
 - a. This Standard Terms and Limiting Conditions attached herein are an addendum to this Agreement and together set forth the terms and conditions of the agreement by and between the Parties.
 - b. This Agreement may be executed in one or more counterparts, each of which when taken with the other shall be deemed one-and-the same instrument.
 - c. This Agreement will remain valid for 14 days from the date noted herein. Failure to manifest agreement to its terms and act as required, including providing the necessary retainer in full, constitutes a rejection of this proposal and renders it invalid.

IN WITNESS WHEREOF, Court and Development Manager have executed this Agreement on the
"Effective Date" written above.

COURT:

_____, a _____
SECOND JUDICIAL DISTRICT
COURT
Federal Tax ID: 88-6000138

By: Jacqueline Bryant Administrator / Clerk
Print Name and Title

[Signature]
Signature:

3-6-18
Date:

of Court

DEVELOPMENT
MANAGER:

GSD Nevada LLC
a Nevada limited company
Federal Tax ID: 81-3038822

By: Brad Mamer, Managing Member
Print Name and Title

Signature:

Date:

[Signature]

3/06/2018

STANDARD TERMS AND LIMITING CONDITIONS

The standard terms and limiting conditions pertaining to the Services for the Project that are the subject of the Agreement (collectively, the "Agreement") are summarized below.

1. **Term.** The term of this Agreement shall commence on the Effective Date set forth in Agreement # SJDC-002 attached and incorporated herein (the "Agreement") and shall extend monthly (the "Term") unless either party delivers a written thirty (30) day termination notice to the other party. Notwithstanding the foregoing and anything to the contrary set forth herein, Court may immediately terminate this Agreement if the circumstances warrant such immediate termination in Court's sole discretion.
2. **Engagement of Development Consultant.** Court hereby retains and engages Development Manager and Development Manager hereby accepts such engagement, on the terms and conditions hereinafter set forth, as an independent services contractor to perform the Services set forth on Exhibit A. The duties of Development Manager hereunder shall be performed at all times during the Term of this Agreement in accordance with the Performance Standard as hereinafter defined.
3. **Services.** Subject to the limitations of the Development Manager's herein provided, the Development Manager hereby agrees to provide the Services as more particularly set forth on the Agreement. Unless otherwise agreed, services will be billed on a time and materials basis using the standard hourly rate schedule provided on Exhibit B and will not exceed the monthly estimate without prior written approval by Court. Out-of-pocket expenses for any engagement, including the cost of travel, printing and reproduction, shall be billed separately at cost as further limited in the Agreement.
4. **Performance Standard.** Development Manager represents that it is knowledgeable and experienced in providing services and functions as represented to Court in the Agreement and shall be performed in a manner consistent with the level of care and skill exercised by other consultants under similar circumstances in accordance with customarily accepted good and sound practices and procedures. Court acknowledges that Development Manager is not a licensed professional nor has it represented itself to be possessed of the skills of licensed professionals including those of an architect, engineer (in any discipline), general contractor, other subcontractors, legal counsel (in any discipline), or municipal financial advisor.
5. **Project Costs and Financing.** If Court determines, in its sole discretion, to proceed with the Project and incur costs in connection with the Project, then Court shall provide all funds necessary for the planning, entitlement, financing and development of the Project.
6. **Non-Exclusivity.** The Court and Development Manager agree this Agreement does not constitute an exclusive relationship. Court agrees Development Manager has the right to engage in any other development management agreement, consulting agreement, service agreement, business venture or other activity that does not constitute a conflict of interest. Development Manager agrees Court has the right to engage in any other development management agreement, consulting agreement, or service agreement.
7. **Limited Use of Court's Name.** Court authorizes Development Manager's use of Court's name including the general description of any engagement (excluding specific information on contract details including compensation) in Development Manager's collateral and marketing materials, including its website.
8. **Disclaimer.** Court acknowledges and confirms that Development Manager has not made any promises, representations, warranties or guaranties of any kind whatsoever to Court, except as specifically set forth in this Agreement, and no person is authorized to make any promises, representations, warranties or guaranties on behalf of Development Manager, except as specifically set forth in this written Agreement.

9. **Indemnification & Damages.** Development Manager will undertake Services in response to Court's request. Development Manager agrees to indemnify and hold harmless the Court, Washoe County, its officers, directors, and employees against all damages, liabilities and costs, including reasonable attorneys' fees, but only to the extent caused by the Development Manager's negligence performance of its services under this Agreement and that of its sub-consultants or anyone for whom Development Manager is legally liable. Court agrees to indemnify and hold harmless the Development Manager, its officers, directors, and employees against all damages, liabilities and costs, including reasonable attorneys' fees, but only to the extent caused by the Development Manager's negligence acts in connection with the Project and the acts of its contractors, subcontractors, consultants or anyone for whom the Development Manager is legally liable.

COURT AGREES TO LIMIT THE LIABILITY OF DEVELOPMENT MANAGER, ITS PRINCIPALS, EMPLOYEES, AND SUB-CONSULTANTS, TO COURT AND TO ALL CONTRACTORS AND SUBCONTRACTORS ON THE PROJECT, FOR ANY CLAIM OR ACTION ARISING IN TORT, CONTRACT, OR STRICT LIABILITY, TO THE SUM OF \$50,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER. COURT AND DEVELOPMENT MANAGER ACKNOWLEDGE THAT THIS PROVISION WAS EXPRESSLY NEGOTIATED AND AGREED UPON.

10. **Insurance.** During the term of the Agreement, Development Manager shall obtain and maintain in full force at its own expense Comprehensive general liability insurance policy to protect Development Manager and to indemnify Court and Washoe County with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

11. **Default.** The failure of either party to perform or comply with any material term or condition of this Agreement, if such failure shall continue uncured for thirty (30) calendar days after notice of any failure specifying the nature of such failure, may be considered an Event of Default and this Agreement shall terminate if the non-defaulting party elects to terminate.

12. **Confidentiality.** The parties hereto agree that matters set forth in this Agreement are strictly confidential, and each party will make every effort to ensure that such information is not disclosed to any outside persons or entities (including the press) without prior written consent of the other party or as required by any local, state, federal or other governmental authority, unless such disclosure is necessary for Development Manager or affiliates of the Development Manager to perform the Services.

13. **Documents.** All Records shall be the property of the Court and Development Manager agrees to surrender them to Court upon the completion of the Services, or sooner at Court's reasonable request. Development Manager agrees that it will not make any unauthorized use of such Records or any information relating specifically to the Project or Court during completion of the Project or thereafter. These agreements shall survive the completion of the Project as well as the expiration or other termination of this Agreement.

14. **Governing Law.** This Agreement shall be enforced, governed by, and construed in accordance with the laws of the State of Nevada with venue in Washoe County, Nevada.

15. **Entire Agreement.** This Agreement and the Agreement referred to herein, contain all the agreements made between the parties hereto regarding the subject matter hereof and thereof and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

EXHIBIT "A"

SECOND JUDICIAL DISTRICT COURT COURTHOUSE PROJECT WASHOE COUNTY, NEVADA

Scope of Work & Related Service Proposal

Second Judicial District COURT Courthouse Project: This is a continuation of SJDC-001. The Second Judicial District Court and Washoe County ("County") continue to study the long-term facility needs of the Second Judicial District Court ("Court"). This project includes a replacement courthouse to meet the future Court facility needs ("Project"). As part of this plan, the Court commissioned a study by the National Center of State Courts that included (1) analysis and projection of future Court system growth by year 2055, (2) development of court facility master plan strategies, (3) development of space requirements for the proposed Second Judicial District Court Courthouse, and (4) conceptual diagraming of proposed site alternatives in downtown Reno ("NCSC Report"). Under the scope of work related to SJDC-001 the Court authorized an update to the NCSC Report, and further authorized a preliminary cost estimate prepared by United Construction ("UC Preliminary Cost Estimate"), a licensed general contractor with the ability to construct such a Project. In addition, under the scope of SJDC-001 Development Manager coordinated with the Court and County on various revenue sources to address the estimated needs for the Project ("Financing Sources"). The NCSC Report, UC Preliminary Cost Estimate and Financing Sources are viewed by Court and Development Manager as foundational to the scope, construction and financing for the Project described in and made part of this Agreement. Brad Mamer as managing member of GSD Nevada LLC has the requisite experience to provide pre-development services for this project as further described in his attached Professional Bio. Through this independent contractor relationship Mr. Mamer, and at times other GSD Nevada LLC staff or sub-consultants, will support County and Court officials involved in this project by providing pre-development management services including but not limited to:

1. **Reporting Structure:** Development Manager will continue to work directly with and report to the lead Court advisor while supplying periodic updates to the group of senior Court and County managers assigned to the Project ("Court/County Working Group") as designated by the Chairman of Washoe County Commission and the Chief Judge of the Court, or their designee(s).
2. **Public Financing Options:** Advise Court regarding public financing options that may exist for the Project including the engagement by Court of a municipal financial advisor and bond counsel.
3. **Public Private Partnership Options:** Alternatively, or in conjunction with any proposed public financing options, coordinate with anticipated legal advisors engaged by Court or other County officials to analyze possible public-private partnership options available to the Project.
4. **Financial Analysis:** Both options include the creation and management of a series of customized studies, research and other documents to assist the County in obtaining municipal and/or private financing for the Project.
5. **Project Contracting:** At Court's election, Development Manager will coordinate with County contracting officials to develop various Request for Qualification or Request for Proposal materials to advance the Project.
6. **Project Planning:** At Court's election, Development Manager will advise regarding master planning options for the Project including incorporation of the NCSC Report finding and subsequent engagement by Court of reputable consultants (architect and/or civil engineer) to produce or refine a draft conceptual facility plan and a master site plan for the property.
7. **Infrastructure Plan:** At Court's election, Development Manager will coordinate with County public works officials, other government entities, or professional engineers engaged by Court to determine proper infrastructure needs for the Project, including but not limited to wet and dry utilities, proposed road alignments, drainage structures, etc.
8. **Meetings and Reporting:** Court/County meetings, discussions and reporting as necessary to support the goals of the Court/County Project Team designated to lead this Project. In this regard, an anticipated weekly status meeting is planned with at least two in-person meetings monthly at a Reno, Nevada location designated by Court.
9. **Other assistance at the request of the Court or County.**

EXHIBIT "B"

Standard Hourly Rate Schedule

Brad Mamer, Managing Member	\$170*
Dave Brown, Principal	\$170*
Vince Griffith, Sr. Consulting Civil Engineer	\$170*
Associate Civil Engineer	\$125-\$150
Sr. Environmental Specialist	\$125
Associate Environmental Specialist	\$100-\$125
Financial Analyst	\$75-\$100
Administrative Staff	\$50-\$75

* Standard rates reflect 15% professional discount for Principal rates