

CONSULTING AND BROKERAGE AGREEMENT



THIS CONSULTING AND BROKERAGE AGREEMENT (“Agreement”) is made and entered into as of **March 26, 2026 (the “Effective Date”)**, by and between Santa Rosa City Schools District (“Owner”), and 3D Strategies, Inc., a California (“Consultant”).

1. BASIC AGREEMENTS

1.1 **Basic Services.** In compliance with all of the terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A”, which services are referred to herein as the “Basic Services”.

1.2 **Additional Services.** Owner shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work (“Additional Services”), by written request to Consultant, subject to the written acceptance of Consultant. The written request and acceptance of Additional Services shall be written amendments to the Scope of Services. No Additional Services may be undertaken unless authorized by Owner in advance and in writing, including email. Additional Services shall be paid for by Owner as provided in Section 2.2. All services performed in connection with this Agreement may be referred to herein as the “Services.” All terms and conditions under this Agreement applicable to Basic Services shall be applicable to all Services except as otherwise agreed to in writing by Owner and Consultant.

1.3 **Standard of Performance.** As a material inducement to Owner to enter into this Agreement, Consultant hereby represents that Consultant has all applicable licenses to perform the Basic Services and is experienced in performing work or services similar to the Basic Services and, in light of such experience, Consultant hereby covenants that it shall follow applicable industry standards in performing all services required hereunder and using only qualified personnel. Owner and Consultant agree that Consultant shall comply with all applicable federal, state and local laws, ordinances, regulations and orders in performing the services hereunder. Irrespective of the above, Consultant does not represent an ability to provide any form of construction, tax or legal advice and that Consultant is not licensed with the state of California to provide said counsel. As such, Owner shall rely on their own construction, tax and legal counsel for said advice and guidance.

2. **COMPENSATION.** The Owner shall compensate the Consultant for the services to be performed in accordance with the terms and conditions of this Agreement as follows:

2.1 Basic Services. For the Basic Services, as described in the Scope of Services, Consultant shall be paid in accordance with the “Schedule of Compensation” attached hereto as Exhibit “B” (the “Basic Services Fee”). Said compensation shall be inclusive of all benefits, compensation costs and expenses unless specifically set forth to the contrary in this Section 2

or in Exhibit "B". Consultant shall pay its own income taxes, federal, state or city, and self-employment taxes.

2.2 Additional Services. For Additional Services, as described in Section 1.2 hereof, compensation shall be paid pursuant to a separate written agreement between Owner and Consultant specifying the Additional Services to be performed (the "Additional Services Fee" and, together with the Basic Services Fee and any other amounts owed by Owner pursuant to this Agreement, the "Fees").

2.3 Payment. Payment of the compensation set forth herein shall be made as set forth in Exhibit B. In addition, Consultant shall be entitled to receive reimbursement for expenses up to \$1,000 per month, with any amounts in excess of \$1,000 to be approved in writing in advance by Owner. Consultant shall render an invoice (together with all applicable lien releases and other supporting documentation reasonably requested by Owner) to Owner for all Services and approved reimbursable expenses for which Consultant seeks payment. Upon timely submission by Consultant, Owner shall pay Consultant for all payments due and payable within thirty (30) days thereafter. All past due and unpaid amounts shall bear interest of 0.8% per month assessed from the due date until payment is received. Consultant will continue to perform its obligations hereunder and pursue prosecution of the Services during any claim, dispute, or proceeding between the parties hereto as if such claim, dispute, or proceeding had not been instituted, provided that Owner continues to make payments to Consultant as required under this Agreement for Services that are not the subject of any dispute.

3. INSURANCE AND INDEMNIFICATION.

3.1 Insurance. At Owner's request and as required, Consultant shall provide Owner with certification of insurance evidencing Consultant's current policies of Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance.

3.2 Indemnification.

(a) Owner Release. Owner hereby acknowledges and agrees that it shall not hold Consultant liable or responsible for any inaccuracies or incomplete information contained in any site plans, maps, drawings, materials, reports, studies, investigations, lease or purchase/sale agreements and/or documents provided by Owner or to Owner by Consultant or any appraisers, lenders, investors, architects, engineers, brokers or real estate salespersons and/or any other consultants (collectively, "Third Parties"). In addition, Consultant shall have no liability to Owner for its recommendations or those of any Third Parties. In connection with the foregoing, Owner hereby releases and agrees to hold Consultant harmless from any liability, expense, fee or damage arising from these actions including, but not limited to: (a) the negligence or willful misconduct of Owner or any Third Parties; and (b) any inaccuracies or

incomplete information contained in any site plans, maps, drawings, materials, reports, studies, investigations, lease or purchase/sale agreements and/or documents provided by Owner or to Owner by Consultant or any Third Party. Nothing in this Section shall release Consultant from fraud, gross negligence, willful misconduct, any indemnity obligation set forth in this Agreement and/or any breach of this Agreement by Consultant as detailed herein. Irrespective of the

above, or anything contained herein, in no case shall the cost of any indemnity by Consultant exceed Fifteen Thousand Dollars (\$15,000).

(b) Consultant Release. Consultant hereby acknowledges and agrees that it shall not hold Owner liable or responsible for any inaccuracies or incomplete information contained in any site plans, maps, drawings, materials, reports, studies, investigations, lease or purchase/sale agreements and/or documents provided by Consultant or to Consultant by Owner or any appraisers, lenders, investors, architects, engineers, brokers or real estate salespersons and/or any other consultants (collectively, "Third Parties"). In addition, Owner shall have no liability to Consultant for its recommendations or those of any Third Parties. In connection with the foregoing, Consultant hereby releases and agrees to hold Owner harmless from any liability, expense, fee or damage arising from these actions including, but not limited to: (a) the negligence or willful misconduct of Consultant or any Third Parties; and (b) any inaccuracies or incomplete information contained in any site plans, maps, drawings, materials, reports, studies, investigations, lease or purchase/sale agreements and/or documents provided by Consultant or to Consultant by Owner or any Third Party. Nothing in this Section shall release Owner from fraud, gross negligence, willful misconduct, any indemnity obligation set forth in this Agreement and/or any breach of this Agreement by Owner as detailed herein. Irrespective of the above, or anything contained herein, in no case shall the cost of any indemnity by Owner exceed Fifteen Thousand Dollars (\$15,000).

4. TERMINATION. Consultant shall have the right to cancel and terminate this Agreement at any time whether or not a default exists hereunder, for any or no reason, following thirty (30) days prior written notice of termination to Owner, and Consultant shall incur no penalty or liability to Owner or any other person by reason of such cancellation. Owner may terminate this Agreement for any or no reason following thirty (30) days prior written notice of termination to Consultant, and Owner shall incur no penalty or liability to Consultant or any other person by reason of such cancellation other than the compensation to be paid for this thirty (30) day period, including any future brokerage commissions and/or bonuses that have resulted from Consultant's prior efforts. Upon receipt or delivery of notice of termination of the Agreement, Consultant shall promptly take whatever reasonable steps are required to economically and efficiently transition any services remaining under the Agreement to Owner, as of such termination date, including but not limited to, delivery of all Work Product (as hereinafter defined) to Owner.

5. WORK PRODUCT. All data, survey results, models, reports, plans and specifications obtained or prepared by the Consultant in connection with the performance of services under this Agreement (collectively, "Work Product") shall be the property of Owner, including all copyrights, rights of reproduction and other interests relating thereto, except as provided herein. Consultant may retain a copy of Work Product for its records and to use in marketing

material to provide examples of services provided.

6. MISCELLANEOUS.

6.1 [Intentionally omitted.]

6.2 Party Representatives. Owner's designated representative(s) is/are [Lisa August Hulme]. Consultant's designated representative and project principal is **Dominic D. Dutra** supported by **Dan Morrar**. The parties each specifically acknowledge that no other officer, employee or agent except the designated representatives shall have authority to modify this Agreement, give any consent or approval on behalf of their represented party, order or approve Additional Services, or waive any rights hereunder this Agreement. As the Consultant's designated representative and project principal, Dominic D. Dutra shall have primary authority and oversight of the performance of all Consultant services under this Agreement. Consultant shall not replace Dominic D. Dutra as the Consultant's designated representative and project principal without the prior written consent of Owner.

(a) Limitation of Liability. No direct or indirect constituent partner or member of Consultant or Owner, or any affiliate, nor any trustee, beneficiary, shareholder, partner, member, manager, officer, director, employee or other agent of any of the foregoing, shall have any personal liability in connection with this Agreement. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, OR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT AND, IRRESPECTIVE OF THE ABOVE OR ANYTHING CONTAINED HEREIN, IN NO CASE SHALL THE COST OF ANY INDEMNITY BY CONSULTANT EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000).

6.3 Disclaimer and Release. Owner represents and warrants that Consultant has made no promise, guarantee, or assurance of any particular outcome, approval, or success of the Project, and Consultant disclaims any representations or statements made by any of its employees, agents, contractors, members, managers, officers, or directors, or any other agent of any of the foregoing promising, guaranteeing, or assuring any particular outcome, Approval, or success of the Project. Owner is not relying on any prior representations or statements regarding the Approval or success of the Project by Consultant, and acknowledges that the nature of the Project renders the outcome uncertain at the outset. Owner releases Consultant from any and all liability for the final Project outcome and any failure to achieve Approval of the Project on terms satisfactory to Owner.

6.4 General.

(a) Consultant shall perform all services required herein as an independent contractor of Owner and shall remain at all times as to Owner a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are employees of Owner.

(b) Consultant may not assign this Agreement without the prior written approval of Owner, which shall not be unreasonably withheld. Owner, in its sole and absolute discretion, may assign this Agreement at any time provided that Owner's assignee executes an undertaking to Consultant to be bound by the terms and conditions of this Agreement. Upon any such assignment by Owner, and upon the written assumption of liability

and execution of a written undertaking of this Agreement by an assignee subject to Consultant's written acceptance, Owner shall be released from all obligations and liability under this Agreement that accrue after the effective date of such assignment.

(c) Any notice which either party may desire to give to the other party must be in writing and shall be effective upon confirmed receipt or refusal thereof, addressed to the respective parties at the addresses designated by such parties.

(d) Consultant, for itself and its employees and personnel, acknowledges, confirms and agrees that all information learned in the course of their employment and all data furnished by Owner, all plans, drawings, computer programs, specifications, and other documents relating to the Properties, Owner's business and the terms of this Agreement are and shall remain of a confidential nature, unless and until such matter is publicly known, or becomes publicly known, without fault of Consultant. Irrespective of the above, Consultant shall have the right to cite the services provided to Owner in future marketing material.

(e) No waiver of any default hereunder shall be construed as a waiver of any subsequent breach.

(f) This Agreement shall be construed in accordance with the laws of the state in which the Properties are located. This Agreement is made and shall be performed in the City of Santa Rosa, in the County of Sonoma, California, and any dispute arising from or in connection with this Agreement shall be adjudicated in the state or federal courts having jurisdiction of such subject matter situated in Alameda County, California. The parties accordingly submit to the personal jurisdiction of such courts and waive any objection to said venue.

(g) All previous negotiations and agreements between the parties hereto, with respect to the transaction set forth herein, are merged in this instrument, which fully and completely express the parties' rights and obligations.

(h) The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the remuneration hereinabove provided.

(i) The prevailing party in any action against the other related to this Agreement shall be entitled to have and to recover from the other party its actual attorneys' fees and other expenses in connection with such action.

(j) If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding such term or provision, this Agreement shall be and

remain in full force and effect and such term shall be deemed stricken to the least extent necessary to avoid such unenforceability, and the Agreement shall be construed to give fullest effect possible to the original intent of the parties.

(k) All exhibits attached hereto are incorporated herein by this reference for the sole purposes of setting forth the scope of the Basic Services, the terms of payment, and any schedule of performance.

(l) Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the party to this Agreement.

(m) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall be deemed an original and shall constitute one and the same instrument. In order to facilitate the transaction contemplated herein, electronically mailed or facsimile signatures may be used in place of original signatures on this Agreement. Each party intends to be bound by the signatures on the electronically mailed or facsimiled document, is aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

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

OWNER

Santa Rosa City Schools District

By: _____

Lisa August Hulme, its Designated Representative

CONSULTANT

3D Strategies, Inc. a California corporation

By: _____

Dominic D. Dutra, its Designated Representative

EXHIBIT “A” – Scope of Services

- Evaluate the following subject properties (the “Properties”):
 - 301 Steele Lane, Santa Rosa, CA 95403 (Steele Lane Elementary School), approx. 91,702 SF on approx. 8.95 acres; APN 180-250-041
 - 3500 Sonoma Avenue, Santa Rosa, CA 95405 (Herbert Slater Middle School); approx. 91,702 SF on approx. 20.24 acres; APN 013-170-002
 - 2750 W Steele Lane, Santa Rosa, CA 95403 (Hilliard Comstock Middle School), approx. 95,021 SF on approx. 23.93 acres; APN: 015-550-008, 152-140-010 – Note: Optional Cost, see Exhibit B below
- Validate and update the market analysis, including comparable properties and market conditions
- Develop the valuation for each of the Properties
- Confirm and revise, based on market conditions, the development scenarios presented in the original report
- Attend up to three (3) virtual meetings with District team

This section outlines the work scope our team will follow in completion of the project. While the outline represents our process, we remain flexible with respect to the specific elements of the proposed work scope, and are amenable to changes in emphasis, scope of work and schedule.

EXHIBIT “B” – Basic Services Fee

FEE FOR SERVICES

Consulting and Fees:

- 3D STRATEGIES, INC. proposes a fee of Six Thousand Five Hundred Dollars (\$6,500) per property (Steele Lane Elementary School and Herbert Slater Middle School), which shall equal a total fee of Thirteen Thousand Dollars (\$13,000) to complete the scope of services identified in Exhibit A for the Properties.
- **Optional Cost:** Owner is currently evaluating the future use of Hilliard Comstock Middle School and may choose to retain the property for school purposes. Owner will make a final decision by March 31, 2026. If the Owner decides not to retain the property, 3D STRATEGIES, INC. proposes a fee of Six Thousand Five Hundred Dollars (\$6,500) to complete the scope of services outlined in Exhibit A for Hilliard Comstock Middle School.
- Note: These costs are NOT inclusive of fees for preliminary title reports, appraisal fees, and other required reports which will be required for the Properties studied.