

**SAN JOSE UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This Independent Contractor Agreement for Professional Consulting Services (“Agreement”) is made this 3rd day of June, 2026, (“**Effective Date**”), by and between the **San José Unified School District**, a California public school district located in the County of Santa Clara, California (“**District**”), and **CBRE, Inc.** (“**Consultant**” or “**Contractor**”). District and Consultant may be individually referred to herein as a “**Party**,” or collectively referred to as “**Parties**.”

**RECITALS**

**WHEREAS**, the District is interested in potentially acquiring a fee simple interest in the following real property comprising of 337 turnkey residential condominium units in the East Tower located on floors three through twenty-two and aggregating approximately 340,000 rentable square feet and certain common space portions of the mixed-use condominium development located at 188 West Saint James Street in San José, California 95110 (the “**Property**”) for employee housing;

**WHEREAS**, District is authorized by Section 53060 of the Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

**WHEREAS**, District is in need of real estate consulting services which may include, but are not limited to, market analysis, comparable property evaluation, lease valuation, financial modeling, site and zoning review, entitlement and land use analysis, assistance with negotiations, preparation of broker opinions of value, coordination with appraisers and other consultants, and general real estate advisory services related to the Property and as further set forth in **Exhibit A**, attached hereto and incorporated herein;

**WHEREAS**, Consultant warrants that it is specially trained, licensed, experienced, and competent to perform the real estate consulting services required by the District; and

**WHEREAS**, Consultant agrees to perform the Services in accordance with the standards of its profession.

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENT**

1. **Services.** Consultant shall provide the services described in **Exhibit “A”**, attached hereto and incorporated herein by this reference (“**Services**”) related to the acquisition of the Property. Consultant cannot designate another person or entity to perform the Services, unless approved beforehand, in writing by the District. Consultant is prohibited from assigning any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the District.
2. **Term.** The “**Term**” of this Agreement shall commence on the Effective Date and, unless sooner terminated under any provision hereof, the Term shall end on the completion of the Services. The Term may only be extended by a separate writing executed by both Parties and upon approval by the District.
3. **Submittal of Documents.** Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X     Signed Agreement
- X     Workers’ Compensation Certificate
- X     Insurance Certificates and Endorsements
- X     W-9 Form

4. **Compensation.**

4.1. Consultant's total compensation for the Services satisfactorily rendered pursuant to this Agreement shall be determined by the compensation schedule set forth in **Exhibit B** attached hereto and incorporated herein provided that total compensation shall not exceed **Eight Hundred Sixty-Three Thousand Dollars (\$863,000) ("Consultant's Fee")**. Consultant's Fee shall be calculated on a per residential condominium unit purchased basis, as set forth in **Exhibit B**, which shall establish the applicable Consultant's Fee payable. Consultant's Fee shall be earned and payable only upon the satisfaction of all the following conditions:

4.1.1. satisfactory completion of all the Services set forth in **Exhibit A**

4.1.2. escrow is opened for the acquisition of the Property or a portion thereof by the District,

4.1.3. such escrow closes, and

4.1.4. the District acquires full legal title to the Property or a portion thereof as of the close of escrow.

4.2. In the event that escrow is not opened or does not close for any reason, or the District does not acquire title to the Property or any portion thereof, Consultant shall be entitled to a reduced Consultant's Fee that shall not exceed **Fifty Thousand Dollars (\$50,000) ("Reduced Consultant's Fee")** which Consultant agrees shall constitute full and final compensation for all Services performed by the Consultant under this Agreement. The Reduced Consultant's Fee shall be due and payable within fourteen (14) business days of the District providing a notice of termination as set forth herein.

4.3. District shall not be liable to Consultant for any costs, fees or expenses paid or incurred by Consultant in performing the Services, unless otherwise set forth herein.

5. **Additional Compensation; Recovery from Property Representatives.**

5.1. Consultant acknowledges and agrees that the compensation expressly set forth in this Agreement constitutes the sole and exclusive compensation payable by the District for the Services. Consultant may, at its sole discretion, seek or accept compensation from the owner of the Property and/or the listing agent (collectively, the "Property Representatives"); provided, however, that Consultant shall have no claim against the District for any additional commission, fee, or other compensation beyond that expressly set forth herein.

5.2. In the event Consultant receives any commission, fee, or other compensation from any Property Representative in connection with the acquisition of the Property, Consultant shall promptly reimburse the District in an amount equal to the total Consultant's Fee previously paid to Consultant under this Agreement, up to the full amount of such compensation received from the Property Representatives. Consultant may, in lieu of reimbursement, reflect such amount as a credit and reduce any outstanding or future invoice(s) due from the District by the same amount.

5.3. Consultant shall include in any agreement with any Property Representative a provision acknowledging Consultant's reimbursement obligation set forth herein and requiring that any such compensation be structured in a manner that enables Consultant to satisfy its reimbursement obligations to the District.

5.4. Any commission, fee, or other compensation paid or payable to Consultant by any Property Representative shall be entirely independent of, and shall not be added to, included in, or otherwise form any part of the agreed-upon purchase price for the Property. Such compensation shall not be reflected on, paid through, or otherwise processed as part of any settlement statement, closing statement, or escrow for the acquisition of the Property.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and Consultant's employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.

7. **Expenses and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the Services to be provided pursuant to this Agreement. The District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services.
8. **Standard of Care.** Consultant's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession for services in California and to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except to the extent materials are submitted to Consultant by District as a basis for such Services.
10. **Intellectual Property.** Consultant understands and agrees that all matters, work product, and deliverables produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give thirty (30) days' written notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. If the Agreement involves the expenditure of public funds more than ten thousand dollars (\$10,000), the Agreement shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment. The audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.
12. **Termination.**
  - 12.1. **Without Cause by District.** District may, upon ten (10) calendar days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for Services rendered in accordance with the Agreement up to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the date of mailing, whichever is sooner.
  - 12.2. **With or Without Cause by Consultant.** Consultant may, upon sixty (60) calendar days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for Services rendered in accordance with the Agreement up to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 12.3.1. Material violation by Consultant of the Agreement; or
    - 12.3.2. Any act by Consultant exposing District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for its intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction are agreed to by the Parties, the Agreement shall upon the expiration of the three (3) calendar days, cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If the expense, fees, and/or costs to District exceeds the cost of providing the Services pursuant to the Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of the expense, fees, and/or costs incurred. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4. Upon termination as set forth above, Consultant shall promptly but no later than three (3) business days following termination provide District with all documents produced, maintained, or collected by Consultant pursuant to the Agreement, whether such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), including, without any limitation whatsoever, damages to property or persons, including any personal injury, sickness, and/or death, to the extent that the Claim arises out of, pertains to, or relates to, in any way whatsoever, to Consultant, its officials, officers, employees, subcontractors, or agents' performance of the Services, or this Agreement, including without limitation the payment of all consequential damages. The indemnification obligation under this Section shall survive termination of the Agreement.

14. **Conflict of Interest.**

14.1. Consultant represents that it will disclose to District in writing any prior relationships or present relationships that present, or appear to present, a conflict with the Services.

14.2. The final determination of whether a conflict or potential conflict of interest exists shall be made entirely by District in its sole and absolute discretion.

14.3. Consultant expressly represents and warrants that it is unaware of any such conflicts as of the Effective Date of this Agreement.

15. **Insurance.**

15.1. Consultant shall procure and maintain at all times during which it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below and which shall cover Services performed and actions taken related to this Agreement by Consultant and/or its employees, agents, and consultants.

15.1.1. **Commercial General Liability Insurance.** Commercial General Liability Insurance that shall protect the Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from performing any portion of the Services. (Form CG 0001 and CA 0001)

15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s)

not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Consultant’s profession.
- 15.1.4. **Cyber Liability.** Cyber Liability insurance appropriate to Consultant’s profession and in connection with storage of any personnel, student data or other confidential information of the District, not otherwise covered under Consultant’s other liability coverage.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments  Each Occurrence General Aggregate	  \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b> Each Occurrence General Aggregate	 \$ 2,000,000 \$ 4,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$ 1,000,000
<b>Cyber Liability</b>	\$ 1,000,000

15.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

- 15.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
- 15.2.2. Language stating those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 15.2.3. An endorsement stating that District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 15.2.4. All policies shall be written on an occurrence form, except for Professional Liability, which shall be on a claims-made form. If any of the required policies provide coverage on a claims-made basis: 1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of any services performed under this Agreement. 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase “extended reporting” coverage.

- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
16. **Continuation of Consultant's Services.** Except in the event of District's failure to make payment of undisputed amounts of the Agreement compensation due Consultant hereunder, Consultant shall continue to provide and perform the Services despite any other dispute Consultant may have with District.
17. **Interaction with the Media and the Public.** Consultant shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform District about the complaint. Furthermore, if Consultant receives any inquiries from a citizen or the community, Consultant shall immediately inform the District.
18. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Consultant agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.
19. **Assignment.** This Agreement is a personal services agreement. Consultant shall not assign any of its rights or obligations under this Agreement, or any portion of this Agreement, voluntarily to any third party without the prior written consent of the District, and any purported assignment without prior written consent of the District shall automatically terminate this Agreement.
20. **Confidentiality.** All data and information produced, compiled, or received by Consultant in connection with this Agreement that relates to the District, its operations, property, personnel, or students shall be considered confidential, unless such information is publicly available or otherwise exempt from confidentiality by law.
- 19.1 **Non-Disclosure.** Consultant shall not disclose any confidential information of District to third parties without the prior written consent of the District, except as permitted by law. Consultant and its officers, employees, agents, and subcontractors shall use confidential information solely for purposes of performing the Services under this Agreement and only to the extent necessary to serve a legitimate educational interest. Consultant shall implement and maintain appropriate administrative, technical, and physical safeguards consistent with industry standards to protect confidential information from unauthorized access, use, or disclosure, and shall ensure its personnel, including employees, officers, directors, managers, subcontractors, affiliates, or representatives comply with the obligations set forth in the Data Privacy Laws, as defined below.
- 19.2 **Personnel/Student Data.** Consultant and its personnel may be granted access to records protected under applicable federal and state laws, including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.; 16 C.F.R. Part 312), the California Information Practices Act (Cal. Civ. Code § 1798 et seq.), the Student Online Personal Information Protection Act, and relevant provisions of the California Education Code and Constitution (collectively, "Data Privacy Laws"). If access is granted or Consultant receives any personnel or student records protected by the Data Privacy Laws Consultant shall use confidential information solely to perform Services under this Agreement, and only to the extent necessary for a legitimate educational interest. Consultant shall not disclose such information to third parties without prior written consent from the District, parent, or eligible student, except as permitted by law.
- 19.3 **Exception.** Notwithstanding the above, Consultant shall not be required to maintain the confidentiality of information that: (i) is or becomes publicly available through no fault of Consultant; (ii) was lawfully in Consultant's possession prior to disclosure by the District; (iii) is independently developed by Consultant outside the scope of this Agreement; or (iv) is lawfully obtained from a third party without restriction.
- 19.4 **Subpoena for Records.** In the event Consultant receives a subpoena or other legal process requiring disclosure

of confidential information, Consultant shall notify the District within forty-eight (48) hours, or sooner if required by law, to allow the District to assert any applicable rights or protections.

- 19.5 **Survival.** All confidentiality and data protection obligations under this section shall survive the termination or expiration of this Agreement.
21. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances, and regulations. Consultant shall give all notices required by any law, ordinance, rule, and regulation relating to performance of the Services as indicated or specified. If Consultant observes that any of the Services required by the Agreement is at variance with any laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the Services shall be made and the Agreement shall be amended in writing, or terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
22. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with performance of the Services.
23. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and District policy. In addition, the Consultant agrees to require like compliance by its subcontractor(s).
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** District may evaluate Consultant in any manner which is permissible under the law. District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) or District's consultants evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
27. **Disputes:** In the event of a dispute between the Parties as to performance of Services, Agreement interpretation, or payment, the Parties shall first attempt to resolve the dispute by negotiation and/or mediation. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop work.
28. **Fees and Expenses.** If either Party institutes legal action to enforce its rights under this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.
29. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or via email transmission, addressed as follows:

**District**

San José Unified School District  
855 Lenzen Avenue  
San José, CA 95126  
ATTN: Tracy Morriosn, Director of Procurement  
[tmorrison@sjusd.org](mailto:tmorrison@sjusd.org)  
Phone: 408-535-6000

**Consultant**

CBRE, Inc.  
234 S. Brand Blvd., Suite 800  
Glendale, CA 91204  
ATTN: Edward Matevosian, SVP  
[edward.matevosian@cbre.com](mailto:edward.matevosian@cbre.com)  
Phone: 818-502-6744

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

30. **Board Approval; Amendments.** This Agreement shall not be valid or binding upon the District unless and until it has been approved by the District's Board of Education. Any waiver, amendment, modification, consent or acquiescence with respect to this Agreement or any provision of the contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. Any modification or amendment of this Agreement affecting time of performance, Services, costs, or other material element shall not be valid or binding upon the District unless and until it has been approved by the District's Board of Education, and this Agreement may be amended or modified only by a written instrument executed by both Parties.
31. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.
32. **California Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
33. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
34. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Authority to Bind Parties.** Neither Party in the performance of all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings. Consultant shall not represent to any party that it has any authority to bind the District in any respect. Consultant shall not incur any expenses on behalf of District without District's prior written consent.
36. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
37. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
38. **Signature Authority.** Each Party has the full power and authority to enter and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
39. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

40. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
41. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
42. **Debarment Certification.** By signing this Agreement, the Consultant certifies that: (i) Consultant and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency; and (ii) Consultant has not, within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract of subcontract; (b) violation of federal or state antitrust statutes relating to the submission of offers; or (c) of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (d) Consultant is not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the later date indicated below.

**San José Unified School District**

**CBRE, Inc.**

Date:

Date: 6/4/2026

By:

By:

Tracy Morrison

Director of Procurement

DocuSigned by:  
*Edward Matevosian*

Edward Matevosian

Senior Vice President

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**Information regarding Consultant:**

Consultant: CBRE, Inc.  
Address: 234 S. Brand Blvd., Suite 800  
Glendale, CA 91204  
Telephone: 818-502-6744  
Facsimile: n/a  
E-Mail: [edward.matevosian@cbre.com](mailto:edward.matevosian@cbre.com)

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 6/4/2026

Proper Name of Consultant: CBRE, Inc.

Signature:

DocuSigned by:  
*Edward Matevosian*  
954AE7782F8C414...

Print Name:

Edward Matevosian

Title:

Senior Vice President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

**EXHIBIT A**  
**Scope of Services to be Performed by Consultant**

1. Consultant shall provide a fair market value analysis of the Property, taking into account current market conditions, comparable sales, and asset-specific factors.
2. Consultant shall prepare a detailed acquisition timeline, including key milestones and deliverables, consistent with the District's objectives for the potential purchase of the Property.
3. Consultant shall assist the District in developing an acquisition strategy, including recommended pricing, deal structure, and negotiation approach.
4. Consultant shall assist the District in evaluating the feasibility of operating the Property as a rental asset, including identifying anticipated operating costs and expenses, developing a pro forma, and recommending potential market-based asking rents for units at the Property.
5. Consultant shall meet with the District, as reasonably requested, to provide updates regarding the status of acquisition efforts.
6. Consultant shall provide asset-specific valuation analyses and continuously evaluate market conditions that may impact the proposed acquisition.
7. Consultant shall provide the District with regular updates regarding acquisition efforts, market developments, and relevant comparable transactions.
8. Consultant shall prepare and submit a Broker Opinion of Value for the Property and update such opinion periodically at the request of the District.
9. Consultant shall assist the District and its consultants in identifying and completing all due diligence necessary to evaluate the Property, including but not limited to review of title, surveys, environmental reports, financial information, and other materials provided by the seller.
10. Consultant shall assist in obtaining from the seller all available reports, studies, and property-related documents relevant to the District's evaluation of the Property.
11. Consultant shall provide market research, including analysis of trends and conditions that may impact the value or suitability of the Property.
12. Consultant shall coordinate and participate in meetings with the seller, brokers, and other relevant parties in connection with the potential acquisition.
13. Consultant shall assist the District in identifying risks, constraints, and opportunities associated with the Property.
14. Consultant shall coordinate property tours and site inspections, subject to the District's prior approval, and ensure compliance with any seller-imposed requirements.
15. Consultant shall assist the District in preparing and submitting any letters of intent, offers, or other acquisition-related proposals.
16. Consultant shall assist the District in evaluating counteroffers and negotiating business terms with the seller.
17. Consultant shall support the District and its legal counsel in the preparation and negotiation of any purchase and sale agreement and related transaction documents.
18. Consultant shall assist in the evaluation of financial terms, including purchase price, closing costs, and other economic considerations.
19. Consultant shall communicate and coordinate with third-party consultants retained by the District, including appraisers, environmental consultants, and other advisors.
20. Consultant shall promptly follow up on all inquiries and communications relating to the Property.
21. Consultant shall maintain appropriate records of communications, analyses, and materials related to the acquisition and provide such information to the District upon request.

22. Consultant shall represent the District's interests throughout the acquisition process and use commercially reasonable efforts to facilitate a successful transaction.
23. Consultant shall be responsible for its own costs and expenses unless otherwise approved in writing by the District.

**EXHIBIT B**  
**Consultant's Fee**

The compensation schedule applicable to Consultant's Fee set forth below establishes the Consultant's Fee payable based on the number of residential condominium units sold. The Consultant's Fee shall be calculated on a per residential condominium unit sold, with the applicable fee determined by the corresponding sales tier identified below. Consultant's Fee shall accrue in accordance with the terms of this Agreement and shall remain subject to the maximum Consultant's Fee set forth herein.

<b>Number of Units Sold</b>	<b>Total Units Sold</b>	<b>Consultant's Fee Per Unit</b>	<b>Consultant's Total Maximum Fee</b>
50	50	\$5,000.00	\$250,000.00
1	51	\$4,000.00	\$254,000.00
49	100	\$4,000.00	\$450,000.00
1	101	\$3,000.00	\$453,000.00
49	150	\$3,000.00	\$600,000.00
1	151	\$2,000.00	\$602,000.00
49	200	\$2,000.00	\$700,000.00
1	201	\$1,500.00	\$701,500.00
49	250	\$1,500.00	\$775,000.00
1	251	\$1,000.00	\$776,000.00
49	299	\$1,000.00	\$825,000.00
38	337	\$1,000.00	\$863,000.00

**EXHIBIT C  
CONSULTANT CERTIFICATION**

**THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:**

- (1) A representative of the Consultant,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Consultant and that by executing this Agreement is certifying the following items.

**Fingerprint and Background Certification.** Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Consultant and the Consultant parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Consultant hereby represents and warrants to District the following:

- Consultant and/or Consultant parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Consultant shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Consultant, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Consultant will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Consultant at all times while services are provided on site such that Consultant will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: N/A, N/A at N/A

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Principal Initials: \_\_\_\_\_

**Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of the Consultant and the Subconsultant(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

**Tuberculosis Certification.** The Consultant and the Consultant parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Consultant hereby represents and warrants to District the following:

- Consultant and/or Consultant parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Consultant will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Consultant and/or Consultant parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Consultant shall maintain on file the certificates showing that the Consultant parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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**Lobbyist Certification.** The Consultant and the Consultant parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Consultant hereby represents and warrants to District the following:

- Consultant and/or Consultant parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
- Consultant and/or Consultant parties Services hereunder shall or may include lobbying. Consultant and/or Consultant parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Consultant shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

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**Conflict of Interest Certification.** The Consultant and the Consultant parties shall at all times comply with the conflict-of-interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Consultant hereby represents and warrants to District the following:

- Consultant and/or Consultant parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270), and, to the best of Consultant's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict-of-Interest Code.
- Consultant and/or Consultant parties have read and understand the District's Conflict of Interest Code and, Consultant knows or has reason to believe that Consultant has a conflict of interest that requires disclosure and Consultant and/or Consultant parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Consultant shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**CBRE, Inc.**

Date: 6/4/2026

Signature: 954AE7782F8C414...

Edward Matevosian

Senior Vice President