

MARIN COMMUNITY COLLEGE DISTRICT

**REQUEST FOR STATEMENT OF QUALIFICATIONS AND
PROPOSALS**

**FOR REAL ESTATE MARKETING AND BROKERAGE
SERVICES FOR REAL PROPERTY**

RFQ/P FOR FISCAL YEARS 2025-2026 & 2026-2027

Schedule*

Request for Qualifications/Proposals Issued: March 16, 2026

Deadline for Brokers to Submit Questions: March 25, 2026

College to Respond to Questions: March 27, 2026

Statement of Qualifications and Proposal Submittal Deadline: April 1, 2026

*Subject to Change

MARIN COMMUNITY COLLEGE DISTRICT

835 College Avenue

Kentfield, CA 94904

DATED March 16, 2026

**REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSALS FOR FISCAL YEARS
2025-2026 AND 2026-2027
FOR REAL ESTATE MARKETING AND BROKERAGE SERVICES FOR REAL PROPERTY**

I. BACKGROUND AND GENERAL INFORMATION

Marin Community College District (“College”) is issuing this Request for Statement of Qualifications and Proposals for Real Estate Marketing and Brokerage Services for Real Property (“RFQ/P”) requesting the submission of statements of qualifications and proposals (“Response(s)”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“Firm(s)”) to assist the College with real property evaluation and acquisition as well as the disposition of certain real property, including sale, lease, and exchange. The College has a need for real estate brokerage services with respect to: evaluating and negotiating the possible purchase of real property located at 933 and 935 Sir Francis Drake Boulevard, Kentfield, California; identifying, evaluating and negotiating the possible sale, lease, or other disposition of College-owned properties in Marin County and in Santa Cruz County, California; assistance with understanding, evaluating, and effectively managing the College’s complete real property portfolio; and assistance with identifying, evaluating and negotiating for the acquisition or lease of real property for potential development of student and/or workforce housing.

Prospective Firms

“Firm” includes any companies (including partnerships, corporations, or sole proprietorships) that the Firm has acquired an ownership interest in (in whole or in part) or merged with during the past five (5) years.

Firms that intend to submit a Response to this RFQ/P must be:

- Insured;
- a Licensed professional

The College reserves the right to contract with any or multiple Firms, to reject any Response to this RFQ/P as non-responsive, and not to contract with any Firm for the services described herein.

II. SUBMITTAL INSTRUCTIONS AND DEADLINE

Brokers are invited to submit Responses electronically. Brokers’ complete Responses shall be submitted with all attached materials no later than **4:00 p.m. on April 1, 2026**. The Response shall be made in the format provided in Section VI below. All proposals should be submitted via [PlanetBids](#). Proposals should be reviewed for accuracy before submission to the District since qualifications and proposals may not be adjusted after’ submission to the District. The District will not be responsible for errors or omissions in any submission. The District reserves the right to reject any and all submissions, or to waive any irregularities, or informalities in the submissions.

No corrected or resubmitted Responses will be accepted after the deadline. Any Response submitted after the submittal deadline shall be deemed non-responsive.

III. QUESTIONS

Questions regarding this RFQ/P shall be directed to Eresa Puch, Vice President of Finance & Operations. All questions must be submitted by **4:00 p.m. on March 25, 2026**. Specify "RFQ/P for FY 2025-2026 and 2026-2027 for Real Estate Marketing and Brokerage Services for Real Property" in the subject line. Questions received prior to the date and time specified above will be addressed in a written addenda and posted to the College's website. The College may not respond to any questions received after this question cut-off date. Only questions answered by formal written addenda will be binding. It is the responsibility of each Respondent to download, read, and incorporate addenda information into their response. Oral and other interpretations or clarifications will be without legal effect. Firms are directed not to contact any other person with inquiries regarding this RFQ/P. Questions received via phone calls, or other modes of communication will not be considered and may be grounds for disqualification.

IV. MANDATORY QUIET PERIOD

From the date of issuance of this RFQ/P until the selection process is completed, any interested Firm and/or their agent or representative, shall not communicate with any College Superintendent/President, Assistant Superintendent/Vice President, Vice President, General Counsel, staff member, member of the Governing Board, or other College consultant regarding this RFQ/P. All communications must be transmitted to the Point of Contact. Any interested Firm violating the communications prohibition may be disqualified at College's sole discretion.

V. SCOPE OF WORK AND QUALIFICATIONS

The College requires a qualified Broker to provide real estate brokerage services with respect to: evaluating and negotiating the possible purchase of real property located at 933 and 935 Sir Francis Drake Boulevard, Kentfield, California; identifying, evaluating and negotiating the possible sale, lease, or other disposition of College-owned properties in Marin County and in Santa Cruz County, California; assistance with understanding, evaluating, determining the value of, effectively managing the College's complete real property portfolio; and assistance with identifying, evaluating and negotiating for the acquisition or lease of real property for potential development of student and/or workforce housing; and assistance with surplus property requirements applicable to California Community Colleges ("Services"). Such Services include the following:

1. **Schedule / Timeline for Deliverables.** Prepare and update, as requested by College, a marketing schedule for any property the College intends to lease or sell, per milestones established by the College, and a schedule for submittal of Broker's deliverables.
2. **Valuation.** Provide a fair market valuation of properties upon request.
3. **Marketing & Outreach.** Work in cooperation with the College and any applicable consultants to market, advertise and obtain offers to sell or lease properties upon request.
4. **Budgets.** Prepare and update marketing budgets for properties as needed.
5. **Market Conditions.** Work with the College and their consultants by providing advice on current market conditions and trends that may impact property values.
6. **Meetings / Communications / Deliverables.** Participate as necessary in meetings with the College and their agents or consultants every other month, at a minimum, and upon request, to provide updates regarding efforts made with respect to brokerage and related services. Provide all deliverables and reports. Communicate as needed with the College regarding status of properties and projects.
7. **Proposal Review / Negotiations.** Review all proposals for any property the College seeks to sell, lease, or otherwise. Prepare all proposals for any property the College seeks to purchase, lease, or otherwise acquire. Represent the College during negotiations and acquisition or disposition process and coordinate with College's attorney(s) and staff in the preparation of any agreements in connection with the acquisition or disposition of the property. Advise the College as to any representations the College must make when disposing of the property and assist the College in preparing any such disclosures. Advise the College as to any representations or inspections the College should seek when acquiring the property and assist the College

in requesting or obtaining such disclosures or information.

8. **Acquisition of Real Property for Student and/or Workforce Housing.** Analyze local real estate market to identify potential sites for acquisition and represent the College during all phases of acquisition, including but not limited to market analysis, determination of fair market value, analysis of suitability of site(s) for development of student and/or workforce housing, negotiating the acquisition or lease from offer through the close of escrow or final approval of a lease agreement.

The College seeks a Broker that has the background, strength, management, and expertise to effectively assist the College with real property identification, evaluation, disposition, and acquisition. Broker must maintain all necessary real estate licenses applicable to the performance of the Services including, without limitation, licensure by the California Department of Real Estate (“DRE”). Brokers should have access to all consultants and/or service organizations necessary to successfully perform the Services. The College expects that Brokers will have significant experience in the disposition of real property for public agencies, preferably in or about Marin and/or neighboring Counties as well as in the analysis and acquisition of real property in the same Counties.

VI. CONTENT OF PROPOSALS

For the College to consider Responses, they must be clear, concise, complete, well organized and demonstrate the Broker’s ability to follow instructions. The quality and substance of answers are important, not the length of the Responses or visual exhibits.

The Responses shall be organized in the format listed below. Brokers shall read each item carefully and answer each of the following items accurately to ensure compliance with College requirements.

Section A. Submittal Letter

Include the RFQ/P’s title and submittal due date, the name, address, e-mail address and telephone number of the responding Broker. Include a contact person and corresponding e-mail address. The person authorized by the Broker to negotiate a contract with the College shall sign the submittal letter.

Section B. Table of Contents

Responses shall include a table of contents of the material contained in the Response according to the structure reflected in this Section and the corresponding page number for each subject matter.

Section C. Business Profile of the Broker

1. History of Broker and Broker’s business form.
2. Identify who is authorized to sign agreements and represent the Broker in matters related to this RFQ/P.
3. Certify that the Broker or a representative thereof is appropriately licensed, including with the DRE, as a broker and/or real estate salesperson.
4. Provide an overview of the services provided by the Broker.
5. Provide a clear and concise rationale as to why the College should select the Broker. Describe Broker’s specific approach to the Services that make Broker uniquely qualified to perform the Services or distinguishes the Broker from other Brokers.

Section D. References and Description of Experience

Describe the Broker’s experience providing similar Services to California public entities, including K-12 and community colleges and other educational institutions or public agencies. If the Broker has no public entity experience, describe the Broker’s experience providing the Services to private entities. Describe the Broker’s expertise that

enables it to perform the Services.

Provide the names and contact information for at least **five (5)** references, preferably with at least **two (2)** references that are California K-12 and/or community college colleges or public/private universities, and preferably with at least **two (2)** other California public entities for which the Broker has performed similar Services and the dates of each engagement. If the Broker has no current or previous education or public entity clients, please provide **seven (7)** references for which the Broker has performed similar Services and the dates and outcomes of each such engagement.

Section E. Team

Please provide the names and résumés of staff who would be working with the College and identify individuals by responsibility. Please indicate who the primary contact will be and who will be responsible for the day-to-day work with the College. The College expects that the Broker's key personnel will remain consistent throughout the provision of the Services to the College.

Section F. Case Study / Example Marketing Materials

1. Please provide at least **one (1)**, but preferably **two (2)**, case studies that demonstrate the Broker's ability to conduct marketing campaigns of real property, preferably on behalf of a public entity, and explain how the marketing campaign effectively achieved the represented party's goal(s). Include in the case studies an explanation, if applicable, as to how you competitively and competently valued the property and provided recommendations as to the property's best use. Please explain the relevance of your case studies to the College.
2. Please provide at least **one (1)**, but preferably **two (2)**, example(s) of marketing materials utilized in marketing property to developers, purchasers, or lessees for purposes comparable to the College's, including, without limitation, examples of brochures, internet advertisements, listing materials, pamphlets, and signage.

Section G. Fees

The College desires the most **competitive** fee structure possible. Please include the fee structure the Broker is proposing to perform the Services.

The College shall not be liable for the successful Broker's direct expenses for performing the Services and requires that the successful Broker bears all costs of performing the Services including, without limitation, all marketing expenses. Please indicate whether Broker requests additional reimbursable expenses and provide a fee schedule for such reimbursable expenses.

Section H. Agreement

The form of Agreement for the Services is attached hereto as **Attachment 1**. Any proposed revisions or comments to the Agreement must be submitted to the College with the Broker's Response. The College may not consider any comments or proposed revisions to the Agreement submitted after the deadline for Responses. The Services identified in Exhibit A to the Agreement are subject to change at the College's sole discretion based upon the services to be provided by the selected Broker and the properties the College is seeking to dispose of and/or acquire.

Section I. Insurance

The selected Broker shall be required to maintain in effect during the performance of the Services insurance coverage as set forth in the Agreement attached hereto as **Attachment 1** ("Insurance Requirements"). Please certify that the Broker can comply with the Insurance Requirements.

Section J. Legal Issues

Please respond to each of the following questions:

1. List all actions brought against the Broker or an employee of the Broker within the last **ten (10) years** alleging violations of the law, or failure to adequately discharge Broker's duty(ies), in connection with the representation of a party during a real estate transaction. Describe the nature, status, and/or disposition of any such action. Have there been any settlements or judgments involving such actions? Please describe each such settlement or judgment, including the amount of settlement/recovery.
2. List all complaints made by individuals, including to the DRE, against the Broker or an employee of the Broker within the last **ten (10) years**.
3. For all such complaints, please describe the nature of the complaint, the disposition, including, without limitation, any penalty assessed against the Broker or employee or the suspension or revocation of the license of the Broker or the employee, and/or status of the complaint. Please describe any criminal matter filed against the Broker or employee of the Broker because of any such complaint and current status.

Section K. Conflict of Interest

If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the Broker's performance of the Services.

VII. EVALUATION CRITERIA AND SELECTION PROCESS

The College intends to select one (1) Firm, but may select multiple Firms or none, that best meets the College's needs to perform the Services, or any component thereof, as described in this RFQ/P and the form of Agreement.

The College's Evaluation Team (Team) will evaluate Broker(s) based on their qualifications and shall consider, without limitation, technical expertise and ability to perform the Services, prior experience, fees, comments to the Agreement, proximity of the offices, relevant experience, marketing approach, responses to questions in this RFQ/P, and overall responsiveness that meet the criteria set forth in this RFQ/P.

The Team may choose to interview any, all, or none of the respondent Brokers as may be in the best interest of the College. If interviews are held, a College representative will notify those Brokers selected as to place, time, date, and location of the interview. It is anticipated that interviews (if any) will be conducted the week of _____. **The Broker's main point of contact as stated in your response to this RFQ/P must be present at the interview.**

VIII. TERMS AND CONDITIONS

The College reserves the right to contract with any Firm responding to this RFQ/P for all or portions of the Services, to reject any Response as non-responsive, and not to contract with any Firm for the Services described herein, or any part thereof. The College reserves the right to select any Firm(s) or no Firm. The College makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The College reserves the right to seek Responses from, or to contract with, any Firm not participating in this process. The College shall in no event be responsible for the cost of preparing any Response in response to this RFQ/P.

Responses to this RFQ/P will become the property of the College and subject to the California Public Records Act. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The College shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the College is required to defend an action on a Public Records Act request for any of the contents of a response marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" the Firm agrees, by submission of its response for the College's consideration, to defend and indemnify the College from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Issuance of this RFQ/P does not commit the College to award a contract for Services or to pay any costs incurred

with the preparation of a Response. Firms should note that the execution of any contract pursuant to this RFQ/P is dependent upon successful negotiation of terms and fees, as well as approval by the College's Board of Trustees.

The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on 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. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each sub-consultant.

ATTACHMENT 1

**AGREEMENT FOR PROFESSIONAL REAL ESTATE
MARKETING AND BROKERAGE SERVICES FOR DISPOSITION
AND/OR ACQUISITION OF REAL PROPERTY**

This Real Estate Brokerage Services Agreement (“Agreement”) is made this ____ day of _____, 2026, (“Effective Date”) by and between the **Marin Community College District**, a California community college district located in the County of Marin, California (“College”), and _____, a commercial real estate services firm licensed in the State of California (“Broker”). College and Broker may be individually referred to herein as a “Party,” or collectively referred to as “Parties”.

RECITALS

WHEREAS, College seeks real estate brokerage services to assist with evaluating and negotiating the possible purchase of real property located at 933 and 935 Sir Francis Drake Boulevard, Kentfield, California; and

WHEREAS, College seeks real estate brokerage services with respect to real property evaluation and acquisition as well as the disposition of certain real property, including sale, lease, and exchange; and

WHEREAS, College has a need for real estate brokerage services with respect to evaluating and negotiating the possible sale, lease, or other disposition of College-owned properties in Marin County and in Santa Cruz County, California; and

WHEREAS, College seeks real estate brokerage services for assistance understanding, evaluating, and effectively managing the College’s complete real property portfolio; and

WHEREAS, College is considering its options relating to the identification and acquisition or lease of real property for potential development of student and/or workforce housing; and

WHEREAS, College 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; and

WHEREAS, College is in need of a licensed real estate broker to provide real estate brokerage services and advice, including property valuation, negotiations, and marketing services as further set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Broker warrants that it is specially trained, licensed, experienced, and competent to perform the real estate brokerage and marketing services required by the College; and

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Services.** The Broker shall furnish to the College the services as described in **Exhibit A**, attached hereto, and incorporated herein by this reference (“Services” or “Work”).
2. **Term.** The “Term” of this Agreement shall begin on the Effective Date and, unless sooner terminated under any provision hereof, the Term shall end on June 30, 2027. The Term may only be extended by a separate writing executed by both Parties and upon approval by the College.
3. **Submittal of Documents.** Broker shall not commence the Work under this Agreement until the Broker has submitted and the College has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

14. **Originality of Services.** Broker agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the College and/or used in connection with this Agreement, shall be wholly original to Broker and shall not be copied in whole or in part from any other source, except that submitted to Broker by College as a basis for such Services.
15. **Copyright/Trademark/Patent.** Broker understands and agrees that all matters produced under this Agreement shall become the property of College and cannot be used without College's express written permission. College shall have all right, 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 College. Broker consents to use of Broker's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
16. **Audit.** Broker shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Broker transacted under this Agreement. Broker shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Broker shall permit the College, 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 College shall give thirty (30) days written notice to Broker and shall conduct audit(s) during Broker's normal business hours, unless Broker 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.
17. **Termination.**
- 17.1. **Without Cause by College.** College may, upon sixty (60) calendar days' notice, with or without reason, terminate this Agreement. Upon this termination, College shall only be obligated to compensate Broker for Services rendered in accordance with the Agreement to the date of termination. Written notice by College shall be sufficient to stop further performance of Services by Broker. Notice shall be deemed given when received by the Broker or no later than three (3) calendar days after the date of mailing, whichever is sooner. College acknowledges that this sixty (60) day notice period is acceptable so that Broker can prepare documentation of Registered Person(s) and Registered Transaction(s), as defined herein.
- 17.1.1. **Registered Persons:** Broker shall, within five (5) business days after the expiration of the Term or termination hereof, provide College, in writing, with the name of those persons or entities with whom Broker directly engaged in negotiations pertaining to any College property ("Negotiations") during the Term hereof ("Registered Person(s)"). Broker shall, within five (5) business days after the expiration of the Term or termination hereof, provide College, in writing, with the type of transaction of the property for which such Negotiations were conducted ("Registered Transaction(s)"). Those persons or entities who submitted written offers or letters of intent during the Term shall, however, automatically be deemed to be Registered Persons for the type of Registered Transaction which was the subject of such offer or letter of intent. If Broker fails, within five (5) business days after the expiration of the Term or termination hereof, to notify College of the existence of any Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Broker fails to timely specify a Registered Transaction for such person or entity. If no Registered Persons or Registered Transactions exist at the time of the effective date of termination, Broker shall not be entitled to the payment of any Commission for any disposition of the property.
- 17.1.2. If, within ninety (90) days after the expiration of the Term hereof, College enters into a contract

with a Registered Person for consummation of a Registered Transaction, the College shall, upon consummation of such Registered Transaction, pay Broker the Agreed Commission for the Registered Transaction.

17.1.3. If, within ninety (90) days after the expiration of the Term hereof, College enters into another owner-agency or listing agreement with an agent other than Broker for any transaction concerning the Property, then College shall provide to College's new agent the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new agent shall not be entitled to receive any of the compensation payable to Broker hereunder for consummation of a Registered Transaction with a Registered Person.

17.2. **With or Without Cause by Broker.** Broker may, upon sixty (60) calendar days' notice, with or without reason, terminate this Agreement. Upon this termination, College shall only be obligated to compensate Broker for Services rendered in accordance with the Agreement to the date of termination pursuant to Section 17.1.1. and shall be entitled only to that compensation as provided by Paragraphs 17.1.2 and 17.1.3. Written notice by Broker shall be sufficient to stop further performance of Services to College. Broker acknowledges that this sixty (60) day notice period is acceptable so that the College can attempt to procure the Services from another source.

17.3. **With Cause by College.** College may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

17.3.1. Material violation by Broker of the Agreement or Request for Statement of Qualifications and Proposals for Real Estate Marketing and Brokerage Services for Real Property issued by the College on March 16, 2026 ("RFQ/P"); or

17.3.2. Any act by Broker exposing College to liability to others for personal injury or property damage; or

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

Written notice by College shall contain the reasons for 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, College may secure the required services from another Broker. If the expense, fees, and/or costs to College exceeds the cost of providing the Services pursuant to the Agreement, Broker shall immediately pay the excess expense, fees, and/or costs to College upon the receipt of College'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 College.

17.4. Upon termination, Broker shall provide College with all documents produced, maintained, or collected by Broker pursuant to the Agreement, whether such documents are final or draft documents.

18. **Indemnification.** To the furthest extent permitted by California law, Broker shall defend, indemnify, and hold free and harmless the College, 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 Broker, its officials, officers, employees, subcontractors, or agents performance of the Services, or this Agreement, including without limitation the payment of all consequential damages.

19. **Conflict of Interest.**

- 19.1. Broker represents that it will disclose to College in writing any prior relationships or present relationships that present, or appear to present, a conflict with the Services.
 - 19.2. The final determination of whether a conflict or potential conflict of interest exists shall be made entirely by College in its sole and absolute discretion.
 - 19.3. Broker expressly represents and warrants that it is unaware of any such conflicts as of the Effective Date of this Agreement.
20. **Dual Agency.** If, during the Term or within ninety (90) days of the expiration of the Term, a situation arises that may create a Dual Agency (as defined below), Broker shall, within five (5) business days of having knowledge of the aforementioned situation, provide the College with any and all information, in writing, relevant to the potential Dual Agency. Within fifteen (15) days of receipt of such information provided by the Broker, the College shall provide the Broker with written notification of the College's decision to approve or disapprove of the potential Dual Agency.
- 20.1. A dual agency arises where the Broker agrees to act as an agent of both the College and the purchaser/developer/lessee in the same transaction, subject to the knowledge and consent of the College and the purchaser/developer/lessee ("Dual Agency"). In a Dual Agency, the Broker has the affirmative obligation to the College and the purchaser/developer/lessee to maintain a fiduciary duty of utmost care, integrity, honesty, and loyalty in the dealings with either the College or the purchaser/developer/lessee. In representing both College and the purchaser/developer/lessee in a Dual Agency, the Broker may not, without the express written permission of the respective party, disclose to the other party that the College will accept a price less than the listing price or that the purchaser/developer/lessee will pay a price greater than the price offered.
21. **Natural Hazard Disclosures.** The College will inform Broker in writing of all knowledge of toxic, contaminated, or hazardous substances, or defective conditions, at a property if the College seeks to lease or sell the property using Broker's Services.
22. **Insurance.**
- 22.1. Broker shall procure and maintain at all times 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 Broker and/or its employees, agents, and consultants.
 - 22.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Automobile Liability Insurance that shall protect the Broker, College, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 22.1.2. **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, Broker 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.
 - 22.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Broker's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

22.2. **Proof of Carriage of Insurance.** Broker 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 College and approved by College. Certificates and insurance policies shall include the following:

22.2.1. 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 College, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

22.2.2. 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.

22.2.3. An endorsement stating that College 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 Broker's insurance policies shall be primary to any insurance or self-insurance maintained by College.

22.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

22.3. **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 College.

23. **Continuation of Broker's Services.** Except in the event of College's failure to make payment of undisputed amounts of the Agreement Price due Broker hereunder, Broker shall continue to provide and perform the Services despite any other dispute Broker may have with College.

24. **Interaction with the Media and the Public.** Broker shall promptly refer all inquiries from the news media or public to College and shall not make any statements to the media or the public relating to the Services. If Broker receives a complaint from a citizen or the community, Broker shall promptly inform College about the complaint. Furthermore, if Broker receives any inquiries from a citizen or the community, Broker shall immediately inform Eresa Puch, Vice President of Finance & Operations.

25. **Taxes.** Broker 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. Broker agrees to release, indemnify, defend, and hold College harmless from and against any worker's compensation or any tax liability which College may incur to any Federal or State

governments with jurisdiction as a consequence of this Agreement. All payments made to Broker may be reported to the Internal Revenue Service.

26. **Assignment.** This Agreement is a personal services agreement. Broker 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 College, and any purported assignment without prior written consent of the College shall automatically terminate this Agreement.
27. **Confidentiality.** All data produced or compiled by Broker shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of College. All financial, statistical, personal, technical, and other data and information relating to the Property or College's operations which is made available to the Broker to carry out this Agreement shall be presumed to be confidential. Broker and Broker's agents, personnel, employee(s), official(s), officer(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, and shall protect the data and information from unauthorized use and disclosure. Broker shall not, however, be required by this section to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Broker's possession, is independently developed by the Broker outside the scope of the Agreement or is rightfully obtained from third parties. Broker's obligation to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Compliance with Laws.** Broker shall observe and comply with all rules and regulations of the College and all federal, state, and local laws, ordinances, and regulations. Broker shall give all notices required by any law, ordinance, rule, and regulation relating to performance of the Services as indicated or specified. If Broker observes that any of the Services required by the Agreement is at variance with any laws, ordinance, rules or regulations, Broker shall notify College, in writing, and, at the sole option of College, any necessary changes to the Scope of Work shall be made and the Agreement shall be amended in writing, or terminated effective upon Broker's receipt of a written termination notice from the College. If Broker performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the College of the violation, Broker shall bear all costs arising therefrom.
29. **Permits/Licenses.** Broker and all Broker'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.
30. **Employment with Public Agency.** Broker, if an employee of another public agency, agrees that Broker will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
31. **Anti-Discrimination.** It is the policy of the College 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 Broker 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 College policy. In addition, the Broker agrees to require like compliance by its subcontractor(s).
32. **College's Evaluation of Broker and Broker's Employees and/or Subcontractors.** College may evaluate Broker in any manner which is permissible under the law. College's evaluation may include, without limitation:
 - 32.1. Requesting that College employee(s) or College's consultants evaluate Broker and Broker's employees and subcontractors and each of their performance.
 - 32.2. Announced and unannounced observance of Broker, Broker's employee(s), and/or subcontractor(s).

33. **Limitation of College Liability.** Other than as provided in this Agreement, College’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 College 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.
34. **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.
35. **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, Broker shall neither rescind the Agreement nor stop Work.
36. **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.
37. **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:

College

Marin Community College District
 ATTN: Vice President of Finance and
 Operations Eresa Puch
 835 College Avenue
 Kentfield, CA 94904
 Telephone: (415)457-8811
 E-mail: epuch@marin.edu

Broker

[FIRM]
 ATTN:

 Telephone:
 E-mail:

With a copy to:

Marin Community College District
 ATTN: Superintendent/President
 Jonathan Eldridge
 835 College Avenue
 Kentfield, CA 94904
 E-mail: jeldridge@marin.edu

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.

38. **Integration/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. This Agreement may be amended or modified only by a written instrument executed by both Parties.
39. **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 Marin County.
40. **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.

41. **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.
42. **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.
43. **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.
44. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
45. **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.
46. **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.
47. **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.
48. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

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

Marin Community College District

[BROKER]

Date: _____, 2026

Date: _____, 2026

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Information regarding Broker:

Broker: _____:

Employer Identification and/or Social Security Number

License No.:

Address:

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: California
- ____ Limited Liability Company
- ____ Other: _____

NOTE: Federal Code of Regulations sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the College requires your federal tax identification number or Social Security number, whichever is applicable.

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: _____

Proper Name of Broker: _____

Signature: _____

Print Name: _____

Title: _____

(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 College prior to performing any Services under this Agreement.)

EXHIBIT A
Scope of Services

1. **Services:**

Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement and shall perform the following Services or Work:

- 1.1. Broker shall evaluate, negotiate, provide advice, and provide necessary documents with respect to the possible purchase of real property located at 933 and 935 Sir Francis Drake Boulevard, Kentfield, California.
- 1.2. Broker shall identify, evaluate, provide advice regarding, negotiate, and provide necessary documents with respect to the possible sale, lease, or other disposition of College-owned properties in Marin County and in Santa Cruz County, California.
- 1.3. Broker shall identify, evaluate, and provide guidance with respect to effective management of the College's complete real estate portfolio, as well as determining the value of any properties as requested. This work shall include, but is not limited to, presentations and reports to College leadership and the Board of Trustees.
- 1.4. Broker shall identify, evaluate, provide advice regarding, negotiate, and provide necessary documents with respect to the acquisition or lease of real property for potential development of student and/or workforce housing.
- 1.5. Broker shall provide a fair market valuation of properties upon request.
- 1.6. Broker shall provide assistance with surplus property requirements applicable to California Community Colleges.
- 1.7. Broker shall work in cooperation with the College and any applicable consultants to market, advertise, and obtain offers to sell or lease properties upon request.
- 1.8. Broker shall provide advice on current market conditions and trends that may impact property values.
- 1.9. Broker shall participate as necessary in meetings with the College and their agents or consultants every other month, at a minimum, and upon request, to provide updates regarding efforts made with respect to brokerage and related services. Provide all deliverables and reports. Communicate as needed with the College regarding status of properties and projects.
- 1.10. Broker shall review all proposals for any property the College seeks to sell, lease, or otherwise. Prepare all proposals for any property the College seeks to purchase, lease, or otherwise acquire. Represent the College during negotiations and acquisition or disposition process and coordinate with College's attorney(s) and staff in the preparation of any agreements in connection with the acquisition or disposition of the property. Advise the College as to any representations the College must make when selling or leasing property and assist the College in preparing any such disclosures. Advise the College as to any representations or inspections the College should seek when acquiring the property and assist the College in requesting or obtaining such disclosures or information.
- 1.11. Broker shall analyze local real estate market to identify potential sites for acquisition and represent the College during all phases of acquisition, including but not limited to market analysis, determination of fair market value, analysis of suitability of site(s) for development of student and/or workforce housing, negotiating the acquisition or lease from offer through the close of escrow or final approval of a lease agreement.

- 1.12. Services or Work related specifically to property College intends to offer for sale or lease (“Disposition”):
 - 1.12.1. Broker shall provide a fair market value analysis of property.
 - 1.12.2. Broker shall prepare a detailed timeline consisting of key milestones and key deliverables that is consistent with the College’s timeline for the Disposition of property.
 - 1.12.3. Broker shall provide asset specific valuation that captures current market conditions and evaluate Disposition opportunities for the property that provide the best value to the College.
 - 1.12.4. Broker shall provide College regular updates on the Disposition of the property, as well as new developments and comparable sale transactions.
 - 1.12.5. Broker shall prepare and submit a Broker Opinion of Value of the Property within fifteen (15) days of the College’s request. The Broker Opinion of Value shall be updated on a periodic basis at the request of the College, but not less than on a quarterly basis.
 - 1.12.6. Broker shall advise the College and its consultants completing any other due diligence necessary to facilitate Disposition of the property.
 - 1.12.7. Broker shall submit to College relevant marketing data or analysis(es) prepared by Broker.
 - 1.12.8. Broker shall provide advice on current market conditions and trends that may impact the property value.
 - 1.12.9. Broker shall develop and submit to College a comprehensive and proactive marketing plan for the Disposition of the property.
 - 1.12.10. Broker shall prepare and update marketing materials for the property in the form and format approved by the College. No marketing materials shall be published or disseminated without the College’s prior written approval.
 - 1.12.11. Broker shall meet regularly with the College as to the status of marketing the property and the Disposition.
 - 1.12.12. Upon approval of the College, Broker shall install illustrative signage on the property. Broker shall be responsible for the installation and day-to-day maintenance of the signage, which shall include ensuring that it is securely installed and free of any graffiti.
 - 1.12.13. Broker shall prepare and provide, at Broker’s sole expense, collateral material, including but not limited to, photographs, videos, photo-models and 360-degree field-of-view virtual tours, flyers, brochures, mailers, and website postings, that market and promote the property to prospective lessees and prospective developers. Broker shall be responsible for the distribution of the collateral materials and the maintenance and operation of any property website or Internet posting. These materials shall be updated on a periodic basis.
 - 1.12.14. Broker shall identify websites that will advertise the property. Broker shall be responsible for the costs of listing the Property on commercial sites, such as but not limited to: costar.com, loopnet.com, aircre.com, crexi.com, reonomy.com, brevitass.com, etc.,
 - 1.12.15. Broker shall work in cooperation with the College and their consultants to market, advertise and obtain offers for the Disposition of the property.
 - 1.12.16. Broker shall develop and submit to the College a comprehensive list of prospective recipients for a request for proposal, within thirty (30) days of the College’s request. Broker shall provide College with regular updates on the status of its efforts to market the property

to this list of prospective purchasers, lessees and/or prospective developers.

- 1.12.17. College shall refer to Broker all inquiries received by College relating to the property, and Broker shall immediately follow-up on any inquiries received by the College.
- 1.12.18. Broker shall show the property to interested parties. Broker shall obtain the prior written consent of the College to show the property prior to any showing and shall comply, and shall ensure that all third parties comply, with any and all rules prescribed by the College while at the property.
- 1.12.19. Broker shall assist the College in evaluating all bid proposals received for the property.
- 1.12.20. Broker shall be responsible for all costs necessary to adequately market the property to other brokerage firms, qualified lessees, purchasers, and qualified developers.
- 1.12.21. Broker shall represent the College throughout the negotiation and Disposition process and assist the College and the College's attorney(s) in the preparation and negotiation of any agreements required for the Disposition of the property. Broker will enlist the efforts of its firm to secure a satisfactory tenant(s) or purchaser(s) for the property and will also solicit the cooperation of other licensed real estate brokers. Broker shall assist the College in identifying, preparing, or otherwise making any representations required for the Disposition of the property.

2. **Information to be Provided by College to Broker:**

- 2.1. Information regarding College's property holdings in Marin County and Santa Cruz County.
- 2.2. Guidance regarding what information will be useful and relevant for presentations, materials, and other work product.
- 2.3. With respect to any property the College intends to sell:
 - 2.3.1. Preliminary title report, if in College's possession.
 - 2.3.2. Information regarding the existence, if any, of contamination, soils problems, or other site deficiencies, if in College's possession.
 - 2.3.3. Any Available: Building plans, ALTA surveys, existing title policies, geotechnical soil reports, environmental reports, miscellaneous consulting reports pertaining to the Property, all governmental permits or approvals made by College or in College's possession, and any other documentation in College's control or possession that might be relevant to the transaction.

EXHIBIT B
Schedule of Commissions

TBD