

**KING COUNTY WATER DISTRICT NO. 90
KING COUNTY, WASHINGTON**

RESOLUTION NO. 1123

A RESOLUTION of the Board of Commissioners of King County Water District No. 90, King County, Washington, authorizing a professional services contract with SteepSteel, LLC.

WHEREAS, the District procured a proposal from SteepSteel LLC, a member of the National Cooperative Purchasing Alliance, to provide professional services for the District related to the review and possible telecom leasing on District real property; and

WHEREAS, the Board of Commissioners hereby finds the terms of said Contract to be fair and reasonable for the nature and quality of the services to be provided.

NOW, THEREFORE, BE IT RESOLVED by the Board of King County Water District No. 90, King County, Washington, as follows:

SECTION 1: That the Board of Commissioners hereby approves the Contract with SteepSteel, LLC, to provide professional services at the rates and charges set forth in the Contract. A copy of the Contract is on file for examination at the District office.

SECTION 2: That the District Manager is hereby authorized to sign the Contract on behalf of the District.

ADOPTED by the Board of Commissioners of King County Water District No. 90, King County, Washington, at a regular open public meeting thereof on the 4th day of October, 2022.

Sam Amira, President

Al Materi 10/4/2022

Al Materi, Vice-President

Pete Eberle 10-4-2022

Pete Eberle, Secretary

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated as of October 4, 2022, is entered into by and between STEEPSTEEL, LLC, a Texas limited liability company (“SteepSteel”) and KING COUNTY WATER DISTRICT NO. 90, a Washington municipal corporation (“Client”). SteepSteel and the Client are at times referred to herein individually as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, the Client is a member of the National Cooperative Purchasing Agency (NCPA) and SteepSteel, after competitive solicitation, was awarded contract 01-95 for Professional Consulting Services for Wireless Technology, and

WHEREAS, the Parties participated in a conference call dated September 20, 2022 to discuss the management and/or auction of the Client’s wireless telecom lease contract (“Lease”), and

WHEREAS, SteepSteel has proposed to monetize the Client’s existing Lease to maximize revenues and assist in the negotiation of the most favorable terms for the Client, and

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

- A. SteepSteel shall provide to the Client those Services that are described in Exhibit A (“Scope of Services”) for the Current Telecommunications Contract identified in Exhibit B (hereinafter referred to as the “Lease”).
- B. SteepSteel shall be compensated for performance of the Services as set forth on Exhibit C (“Compensation”).

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement, and shall have an initial term of the six (6) months, or the closing of the sale of the Lease, whichever occurs first unless otherwise extended by the Parties.

SECTION 3. PERFORMANCE AND LIMITATION OF LIABILITY.

SteepSteel shall employ those standards and practices, and use the standard of care, that are generally applicable to and utilized by individuals engaged in providing similar services as are required of SteepSteel hereunder.

Notwithstanding anything to the contrary contained herein, in no event shall SteepSteel or the Client be liable for any indirect, incidental, consequential, special, reliance or punitive damages, including without limitation damages for lost profits, advantage, savings, or revenues of any kind, whether or not SteepSteel or the Client has been advised of the possibility of such damages.

SECTION 4. WORK PRODUCT.

SteepSteel hereby agrees that all work produced pursuant to this Agreement and provided to the Client during and upon completion of this Agreement, shall be the property of the Client. SteepSteel may take and retain copies of such written products as desired.

SECTION 5. TERMINATION.

Either party may cancel this Agreement without cause upon notice to the other party.

SECTION 6. INDEPENDENT CONTRACTOR.

A. SteepSteel is engaged to provide Services as an independent contractor. The Client shall have no control over the conduct of SteepSteel except as expressly set forth in this Agreement.

B. The Parties agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

SECTION 7. NO WAIVER.

Waiver by any Party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 8. INSURANCE REQUIREMENTS.

SteepSteel shall secure and maintain, in full force and effect for the duration of SteepSteel's work for and within the Client the insurance policies and coverages of the kinds and amounts hereinafter provided, from insurance companies licensed to do business in the State of Washington:

General Liability of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate, which will only be required and presented if SteepSteel visits the Client site.

Professional Liability of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate.

To the extent required, SteepSteel will assist the Client to coordinate any on-site services or inspections.

Prior to the commencement of any services pursuant to this Agreement, SteepSteel shall file with the Client Certificates of Insurance and Endorsements evidencing the coverage provided by said liability and excess liability policies and naming the Client.

SECTION 10. MISCELLANEOUS.

A. Each party represents that it has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

B. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement, and each party agrees that its signature, whether transmitted by email, facsimile, or by other duplicate, shall be binding as if it is on any signature of the party to be bound.

C. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 11. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally, or by electronic mail, or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

<u>The Client:</u>	<u>SteepSteel:</u>
King County Water District No. 90 Attn: 15606 SE 128th Street Renton, WA 98059	SteepSteel, LLC Attention: James Kennedy, CEO 1095 Evergreen Circle, Suite 200 The Woodlands, TX 77380

SECTION 13. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the Client and SteepSteel. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party.

SECTION 14. BINDING EFFECT.

This Agreement shall bind and inure to the benefit of the parties and their heirs, successors and permitted assigns.

SECTION 15. PUBLIC RECORDS COMPLIANCE.

SECTION 16. OWNERSHIP OF RECORDS.

All records and data of any kind relating to the Client shall belong to the Client and shall be surrendered to the Client upon the expiration or termination of this Agreement, except that SteepSteel will retain such information as it necessary in its professionally required work record.

SECTION 17. CONFIDENTIAL INFORMATION.

SteepSteel agrees that it shall not, at any time or in any manner, either directly or indirectly, communicate to any person corporation, firm, partnership or other legal entity any information of a confidential nature involving the business or operations of the Client unless authorized by the appropriate Client official.

SECTION 18. INDEMNIFICATION.

SteepSteel shall indemnify, up to the amount of compensation received or to be received, by SteepSteel from the Client, and hold the Client, its appointed officials and employees harmless from and against all claims, damages, demands, suits, actions, losses, recoveries, judgment and expenses, including, but not limited to attorney's fees, arising out of, resulting from or alleged to arise out of or result from negligence, willful misconduct, or through any act or omission of SteepSteel and its agents in connection with all activities undertaken by SteepSteel to this Contract. The Client agrees to give SteepSteel prompt written notice of any such claim or liability, and an opportunity to control the defense and settlement thereof. No limitations on the foregoing indemnity shall impair or limit the Client's recourse to the insurance coverage set forth herein.

SECTION 19. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of Washington without resort to any jurisdiction's conflict of laws, rules or doctrines.

SECTION 20. VENUE.

Any claim, action, lawsuit, dispute or proceeding between the Client and SteepSteel that arises from or relates to this Contract, not required by law to be submitted to alternative dispute practices, shall be brought and conducted within the Superior Court of King County for the State of Washington. In no event shall this section be construed as a waiver by the Client of any form of defense or immunity by law, contract, or otherwise, from any claim.

SECTION 21. COMPLIANCE WITH LAW.

SteepSteel shall be required to comply with all applicable Federal, State, County and Local laws, rules and regulations during the performance of this Agreement and that to the best of SteepSteel's

knowledge SteepSteel does not have any basis to expect, nor has SteepSteel received, any order, notice or other communication from any governmental or regulatory authority of any alleged, actual or potential violation and/or failure to comply with any such law, rule or regulation. SteepSteel further represents, except as otherwise expressly disclosed in writing, SteepSteel is not a party or subject to, and has no assets bound by, the provisions of any order, writ, injunction, judgment, settlement agreement or decree of any court or government agency or instrumentality which would reasonably be expected to have a material adverse effect on SteepSteel's ability to carry out the obligations herein provided. SteepSteel shall promptly notify the Client of the commencement of any action or proceedings with respect to any of its licenses, permits or other legal authorizations, including, but not limited to any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, investigations, or reports of action by Federal or State officials against Professional pursuant to Federal or State laws or regulations.

SECTION 22. NON-ASSIGNMENT.

SteepSteel agrees not to assign or transfer its rights or responsibilities in this Contract without the prior written consent of the Client. Furthermore, SteepSteel agrees not to delegate to others any duties or responsibilities which it has under the terms of this Agreement except that it may engage other professionals to assist in the performance of the services if there are no employees on staff capable of performing the work.

SECTION 23. PARTIAL INVALIDITY.

If any term, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which this Contract is invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by SteepSteel for the Client.

SteepSteel, LLC:

James Kennedy, Manager

Client:



Darcey Peterson, District Manager

Oct 4, 2022
Date

EXHIBIT A

SCOPE OF SERVICES

In the event the Client elects, in its sole and absolute discretion, to sell its right, title or interest in the Lease set forth in Exhibit B during the term of this Agreement, SteepSteel shall and is hereby authorized by the Client to:

- Take such action as reasonably necessary to market, broker, auction, sell and assign the Leases to the highest qualified bidder at auction.
 - Prepare a market and site-specific analysis for the Leases and
 - Prepare and provide due diligence material to prospective buyers with a site candidate package that provides details on all site and sale terms, and from which a prospective buyer may provide an offer to purchase the Lease by submission of a bid at auction, or through a comparable method acceptable to the Parties; and
 - Negotiate all contract and sale documentation, closing of the transaction(s), and post-closing consulting services to properly effectuate the sale.

EXHIBIT B

TELECOMMUNICATION SITE

TO BE ATTACHED

EXHIBIT C

COMPENSATION

SITE AGREEMENT MONETIZATION:

SteepSteel shall perform the services described in Exhibit A - SCOPE OF SERVICES, of the Leases described in Exhibit B - CURRENT LEASES, for Compensation as follows:

While SteepSteel's awarded contract through the NCPA includes pricing of 8% of the gross sales price as Compensation for monetization of Leases. In this case, SteepSteel has offered, and the Client has accepted, a price of 5% of the gross sales price as compensation for the services described in Exhibit A - SCOPE OF SERVICES.

The Compensation shall become payable by the Client to SteepSteel concurrently upon the closing of the sale of the Lease. Both parties agree that, in the event of closing, such funds shall be paid directly to SteepSteel from escrow.

Notwithstanding anything herein to the contrary, no Compensation shall be considered to have been earned or shall be payable to SteepSteel except upon acceptance of a bid at auction and consummation and closing of the sale and assignment of the Lease.

SteepSteel is in the business of adding value. Therefore, SteepSteel shall not receive any compensation in the event the bid accepted by Client is not higher than \$450,000, the amount of the initial bid. In order for SteepSteel to earn its full 5% commission, the minimum gross bid amount must be at least \$473,685. In no event shall the Client be responsible to pay Compensation to SteepSteel that, as a result, reduces the gross fee received by the Client to less than \$450,000.

The parties understand that Client shall be responsible for the payment of any escrow, title, recording fees and costs, and transfer fees and taxes incurred to consummate the transaction(s) contemplated by this Agreement.