

**SUBORDINATE CONTRACT MA-017-25010941**

**FOR**

**REAL ESTATE APPRAISAL SERVICES  
FAIR MARKET RENTAL VALUE STUDY  
FOR  
DANA POINT HARBOR BOAT SLIP RATES,  
DANA POINT, CALIFORNIA**

**BETWEEN**

**COUNTY OF ORANGE / COUNTY EXECUTIVE OFFICE**

**AND**

**R. P. LAURAIN & ASSOCIATES**



**SUBORDINATE CONTRACT MA-017-25010941  
FOR  
REAL ESTATE APPRAISAL SERVICES  
FAIR MARKET RENTAL VALUE STUDY  
FOR  
DANA POINT HARBOR BOAT SLIP RATES,  
DANA POINT, CALIFORNIA**

THIS Subordinate Contract MA-017-25010941 for Real Estate Appraisal Services Fair Market Rental Value Study for Dana Point Harbor Boat Slip Rates, Dana Point, California (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and R. P. Laurain & Associates, with a place of business at 3353 Linden Avenue, Suite 200, Long Beach, CA 90807 (“Contractor”) with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties.”

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A –Regional Cooperative Agreement No. RCA-017-21010026  
Attachment B – Proposal for Real Estate Appraisal Services Fair Market Rental Value Study for Dana Point Harbor Boat Slip Rates, Dana Point California, Dated December 9, 2024

**RECITALS**

**WHEREAS**, the County of Orange, County Procurement Office (“CPO”) has issued Regional Cooperative Agreement RCA-017-21010026 (“RCA”), effective June 11, 2021 through June 10, 2026; and,

**WHEREAS**, County and Contractor desire to enter into Contract MA-017-25010941 for Real Estate Appraisal Services Fair Market Rental Value Study for Dana Point Harbor Boat Slip Rates, Dana Point, California pursuant to the Scope of Work, Pricing, Terms and Conditions of the RCA; and,

**WHEREAS**, Contractor agrees to provide Real Estate Appraisal Services Fair Market Rental Value Study for Dana Point Harbor Boat Slip Rates, Dana Point, California to the County in accordance with the Specifications, Pricing, Terms and Conditions of the RCA, incorporated herein by reference; and,

**WHEREAS**, County agrees to pay Contractor the fees as further set forth in the RCA; and,

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Contractor shall provide Real Estate Appraisal Services Fair Market Rental Value Study for Dana Point Harbor Boat Slip Rates, Dana Point, California in accordance with the RCA.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for six (6) months from that date, unless otherwise terminated by County.

3. **Compensation & Payment:** Contractor agrees to provide Real Estate Appraisal Services Fair Market Rental Value Study for Dana Point Harbor Boat Slip Rates, Dana Point, California at the fixed rate set forth in the RCA.
4. **Not-To-Exceed Limit:** The total amount of this Subordinate Contract shall not exceed \$21,450. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by the Parties.
5. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County
6. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: R.P. Laurain & Associates  
Attn: John P. Laurain, Project Manager  
3353 Linden Avenue, Suite 200  
Long Beach, CA 90807  
Phone: 562-426-0477  
Email: [rpla@rplaurain.com](mailto:rpla@rplaurain.com)

County's Project Manager: County of Orange County  
Executive Office/County Procurement Office  
Attn: Christian Gagne, Senior Real Property Agent  
Phone: 714-834-7404  
Email: [christian.gagne@ocgov.com](mailto:christian.gagne@ocgov.com)

cc: County of Orange/ County Executive Office  
Attn: Christina Rojas, County DPA  
400 W. Civic Center Dr., 5<sup>th</sup> Floor  
Santa Ana, CA 92701  
Phone: 714-567-7368  
Email: [christina.rojas@ocgov.com](mailto:christina.rojas@ocgov.com)

7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address;
- B. Contractor's remittance address, if different from above;
- C. Name of County Agency/Department;
- D. Master Agreement (MA) and Delivery Order (DO) number;
- E. Service date(s) – Month of Service;
- F. Service description;
- G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);
- H. Total

Invoices and support documentation are to be forwarded to:


**INVOICING:** Contractor shall email invoice to: [CPOInvoices@ocgov.com](mailto:CPOInvoices@ocgov.com) with Contractor's name in the subject line for reference.


Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.


**R. P. LAURAIN & ASSOCIATES, a State of California Corporation**

DocuSigned by:			
	John P. Laurain	President	1/9/2025
Signature	Name	Title	Date

Signed by:			
	Charlotte E. Laurain	Chief Financial Officer	1/9/2025
Signature	Name	Title	Date

**COUNTY OF ORANGE, A political subdivision of the State of California**

**COUNTY AUTHORIZED SIGNATURE:**

DocuSigned by:			
	Christina Rojas	Deputy Purchasing Agent	1/9/2025
Signature	Name	Title	Date

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A**

**REGIONAL COOPERATIVE AGREEMENT NO. RCA-017-21010026**

**ATTACHMENT B**

**PROPOSAL FOR REAL ESTATE APPRAISAL SERVICES FAIR MARKET RENTAL VALUE STUDY FOR  
DANA POINT HARBOR BOAT SLIP RATES, DANA POINT, CALIFORNIA, DATED DECEMBER 9, 2024  
FOR  
COUNTY OF ORANGE, COUNTY EXECUTIVE OFFICE, REAL ESTATE**

R . P . L A U R A I N  
& A S S O C I A T E S

INCORPORATED



TRANSMITTED VIA E-MAIL  
CHRISTIAN.GAGNE@OCGOV.COM

December 9, 2024

3353 LINDEN AVENUE, SUITE 200  
LONG BEACH, CALIFORNIA 90807  
TELEPHONE (562) 426-0477  
FACSIMILE (562) 988-2927  
RPLA@RPLAURAIN.COM

County of Orange  
CEO Real Estate, Land Development  
400 Civic Center Drive, 5th Floor  
Santa Ana, California 92701

Attention: Christian Gagne  
Real Property Agent III

Subject: Real Estate Appraisal Services  
Fair Market Rental Value Study  
Dana Point Harbor Boat Slip Rates  
Dana Point, California

Receipt is acknowledged of your recent invitation to submit a proposal for professional real estate appraisal services regarding the above-referenced project.

Objective:

The objective of the appraisal study will be to estimate the fair market rental value of boat slip rates at Dana Point Harbor, as of a current date.

It is understood that the Dana Point Harbor is undergoing revitalization pertaining to both the land and water areas (marina). The marina is being redeveloped with new boat slips of varying sizes as part of a larger phased development plan by the current master lessee. Per your request, it is understood that the CEO-Real Estate, with support of Supervisor Katrina Foley who represents the Fifth Supervisorial District, is requesting a comprehensive market study to estimate current slip rates at Dana Point Harbor. It is further understood that the existing Master Lessee has conducted certain boat slip surveys with the intent to increase the boat slip rates at The Marina at Dana Point. Said survey conducted by the Master Lessee, however, was apparently limited to other marinas in the Orange County area (predominantly being in Newport Beach), and that the CEO-Real Estate is seeking a more comprehensive survey and slip rate study to incorporate other Southern California marinas, as deemed appropriate in the appraisal study.



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Scope of Work:

The general scope of work and estimated portion of the total appraisal study, is summarized following. It should be understood that the scope of work is an on-going process that may change over the course of the assignment, as deemed appropriate and sufficient to produce credible assignment results. In the subject case the scope of work problem to be solved is the estimation of the fair market rental value of boat slip rates at Dana Point Harbor, as of a current date

As such, the anticipated tasks, and estimated percentage of the total scope of work, are summarized as follows:

Subject Property Research: 10% to 15%:

As part of the appraisal study it will be necessary to review and discuss with CEO-Real Estate pertinent and detailed information pertaining to the subject property, the on-going phased development, existing slip rates, construction details and amenities pertaining to the subject property, and other related information as provided by the CEO-Real Estate and/or as prepared or provided by the existing Master Lessee. It is recommended that, if we are awarded the assignment, that we schedule an appraisal "kick-off" meeting with CEO-Real Estate, as the client, and any other parties the client deems appropriate. The appraiser will review available and/or provided information applicable to the subject property as part of the assignment. This will include conducting an on-site inspection of the subject marina, taking notes and photographs regarding certain details applicable to the subject marina and slips.

Market Data Research: 45%-55%

Conduct a boat slip survey of various other marinas, generally anticipated to extend from San Diego to Ventura Counties. This survey will include varying slip sizes in the differing marinas which are deemed to be relatively comparable to the subject private marina use having similar amenities and generally targeting private non-member marinas available to the general public. The survey may include, among other items, consideration of: age/condition and maintenance of docks; availability of lockers; utility and wi-fi fees (included or excluded from slip rates); availability of restrooms, showers, parking, or other "landside" amenities; availability or proximity fuel docks and pump-out stations; and other amenities or factors that may be deemed relevant during the course of the assignment. Likewise, the overall location of the marinas will be considered, both with regards to nearby services (retail, restaurant, recreation areas, etc.) as well as the immediate and general geographic area.

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As part of the assignment a determination will be made as to the extent of the geographic area to be surveyed to produce appropriate and credible results. The study may also consider available supply and related demand at the various marinas surveyed. The market rate survey will be conducted through direct contact with the various marina operators, review of website information, interviews with management staff, and/or the collection of such publicly available data. It is not anticipated that FOIA requests will be required.

Certain limited demographic data may also be considered, primarily in relation to property values, median home prices, population near the subject property and other comparable marinas and/or vacancy or waiting lists at marinas, as deemed applicable by the appraiser. It should be clearly understood, however, that analyzing demographics in relation to marina usage, or segmenting the market between income levels, age and experience of boaters in a given locale, is not deemed required to estimate fair market rental rates of boat slips, and is considered beyond the scope of the appraisal study. Further, such personal boater information is not generally made public by individual marinas and may not be readily available. While certain publicly available demographic information specific to boaters may be considered, a sample survey of boaters will not be conducted as part of the appraisal study. If such a demographic survey is required it is recommended the client contact the National Marina Manufacturers Association, Marine Retailers Association of America, or other related private groups who may conduct such surveys.

Rate Analysis and Conclusions: 20%-30%

Analyses of differing slip rates derived from the various marinas surveyed (market data) will be conducted, The estimate of the appropriate fair market slip rental rates applicable to The Marina at Dana Point will take into consideration other such marinas, as well as applicable elements of comparability (locational factors, marina amenities, slip sizes, utilities, dock type, access, etc.), as deemed appropriate. Further, it is anticipated that the market rate conclusion will include a range of rates, generally expressed as a rate per lineal foot, based on differing slip sizes, inclusive of end ties.

Report Write-Up: 15% to 20%

A formal narrative Appraisal Report will be prepared, based on a current date of value. The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice as a complete narrative Appraisal Report. The report will be delivered as an electronic PDF document; hard copies can be made available upon request. The report will contain a summary description of the

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subject property, market data utilized in the analyses, narrative discussion of the slip rate conclusions, and applicable supporting data, applicable preface and addenda information, the appraiser's certification, and other relevant information. Upon completion and submittal of the appraisal report the appraiser can be available to discuss with the client (County of Orange-CEO Real Estate), or those authorized by the client.

Scope of Work Allocation:

The foregoing percentage allocation of the various tasks associated with the Scope of Work are included herein as estimates only, at the request of the client. As noted, the Scope of Work is an on-going process throughout the course of the appraisal assignment and the foregoing tasks may require a greater or lesser percentage of the total Scope.

Deliverables and Fee:

Based on the foregoing, the amount of time estimated to complete the assignment is 110 to 130 hours. Based on our hourly rate of \$165 per hour, the anticipated fee will be within a range of \$18,150 to \$21,450. The formal appraisal report can be completed and delivered to your offices within 90 to 100 days following receipt of your authorization to proceed. A current date of value will be employed. The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice as a complete narrative Appraisal Report. The report will be delivered as an electronic PDF document; hard copies can be made available upon request. If you have any questions regarding this proposal for appraisal services, please contact me at your convenience.

Very truly yours,

R. P. LAURAIN & ASSOCIATES, INC.



John P. Laurain, MAI, ASA

JPL:cl