

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 1st day of April 2025, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "CITY"), and CBRE, Inc. with offices at 401 E Last Olas Boulevard, Fort Lauderdale, Florida 33301.

WHEREAS, The City's Office of Communication, Marketing and Economic Development (CMED) has a need for professional real estate brokerage and consulting services for the acquisition and disposition of real property assets, including real estate portfolio planning, management and asset valuations. CMED is also seeking additional services to include site selection, visioning and planning assistance, data/market assessments, survey and analysis, market engagement, marketing and animation services, Citywide Corridor Assessment milestone support, FAM Tour collaboration, and RFP distribution and analysis; and

WHEREAS, CBRE, Inc. is in the business of providing real estate services in the State of Florida and certifies that it possesses valid, current licenses to do business in the state; and

WHEREAS, CBRE Inc., has sufficient resources, manpower, training and technical expertise to perform the services listed in this Agreement in a timely and professional manner consistent with the standards of the real estate industry; and

WHEREAS, on April 9, 2024, CBRE, Inc. entered into a five-year agreement, with an additional option of up to five years for renewal with the State of Florida Department of Management Services for real estate services; and

WHEREAS, the City, as an Eligible User of the State of Florida contract number DMS-22/23-007A, seeks to utilize this current contract reflecting the same services, pricing and terms to enter into an agreement with CBRE, Inc.; and

WHEREAS, in accordance with the State contract, CBRE will assist the City by providing services for portfolio strategy, real estate consulting and transactional services, and marketing services based upon the compensation provisions. The maximum total contract amount shall not exceed \$125,000 in FY2025; and

WHEREAS, funding is available in account number 001.114001.51300.531300.000000.000.000.

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CBRE Inc., (hereinafter referred to as "CONSULTANT") hereby agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to serve as the professional real estate brokerage and consulting firm for the City for the acquisition and disposition of real property assets, including real estate portfolio planning, management and asset valuations, and to provide assistance to City staff as more specifically set forth in the Scope of Services attached hereto and incorporated herein by reference as Exhibits "A".

The CONSULTANT'S Representative shall be:

Lee Ann Korst

CBRE, Inc.

1 Independent Drive, Suite 3000

Jacksonville, Florida

32202

The CITY'S Representative shall be:

Joann Hussey

Director of Communications, Marketing and Economic Development

Telephone No.: 954-921-3620

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and complete all services by no later than March 31, 2026, pending available funding. This contract may be extended for an additional year upon mutual written agreement between the CITY AND CONSULTANT.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the CITY under this Contract for work actually performed under this agreement, and at a rate described in Exhibit “B.” Expenses shall not exceed a total contract amount of up to \$125,000.00.
- B. Additional out-of-pocket costs. The CITY will reimburse the CONSULTANT for the actual out-of-pocket expenses incurred by CONSULTANT. Out-of-pocket expenses shall include but not be limited to graphic design and/or animations, custom or stock photography, courier services, advertising, printing or production costs, other general expenses and services related to marketing or professional services.

All requests for payment of expenses eligible for reimbursement under this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative. Such documents shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the services described herein.

- C. Invoices received by the CITY from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the CITY'S Representative, indicating that services have been rendered in conformity with the Contract. All invoices shall contain a detailed breakdown and description of the services provided for which payment is being requested. When applicable, invoices should include “tear sheet” or advertisement art, when applicable. Invoices shall be paid within 30 days following the CITY Representative's approval. In addition to detailed invoices, upon request of the CITY'S Representative, CONSULTANT will provide CITY with detailed periodic Status Reports on projects.
- D. Should the CITY object to the amount of any CONSULTANT'S invoice statements, the CITY shall notify the CONSULTANT of such objection or exception within thirty (30) calendar days. If such objection remains unresolved at the end of thirty (30) calendar days, the CITY shall withhold the disputed amount and make payment to the CONSULTANT of any amount not in dispute. Thereafter, payment of any disputed amount shall be made within thirty (30) calendar days of the date the disputed amount is resolved by mutual agreement of the parties to this Agreement.
- E. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state “final invoice” on the CONSULTANT'S final/last billing to the CITY. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the CITY. Any further charges, not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract. Should the CITY determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon 30 days prior written notice to the CITY'S Representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, upon 30 days prior written notice to the CONSULTANT'S Representative . Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination based upon the hourly rate set forth in Exhibit "B" and "C". Ten Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the CITY'S right to terminate this Contract for convenience. Termination for cause by the CITY shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the CITY as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process for the City's use and completed work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Produce a "final invoice" to the CITY pursuant to Article 3, section D.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the CITY'S Representative and written approval must be granted by the CITY'S Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed in good and workmanlike manner and in accordance with the applicable industry standards and those set forth in this Agreement. THE PRECEDING IS CONSULTANT'S ONLY WARRANTY CONCERNING THE SERVICES, DELIVERABLES AND ANY OTHER WORK PRODUCT AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED.

ARTICLE 7 - SUBCONTRACTING

CONSULTANT shall not subcontract any services or work to be provided to CITY without the prior approval of the CITY'S Representative. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY'S acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the CITY Commission.

ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify, defend and hold harmless the CITY, its officials, appointed officers, agents and employee, from and against any and all liability, suits, actions, damages, costs, losses and expenses arising from any claims or causes of action asserted by a third party, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Agreement and any Project Agreement. These provisions shall survive the expiration or earlier termination of this Contract. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. CONSULTANT acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed to affect, in any way, the CITY's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes §768.28.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, encumber, convey, or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall not acquire an interest which would conflict in any manner with the performance of services required hereunder,

as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - DEBT

The CONSULTANT shall not pledge the CITY'S credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT to the extent permitted by Chapter 119, Florida Statutes, and will not be disclosed to any other party, directly or indirectly, without the

CITY'S prior written consent unless required by a law or lawful order. All drawings, maps, sketches, programs, database, reports, and other data developed, or purchased, under this Contract for or at the CITY'S expense and specifically for the CITY'S use shall be and remain the joint property of the CITY and CONSULTANT. However, prior to the CONSULTANT'S dissemination of any of the documents jointly owned, CONSULTANT shall obtain the CITY'S prior written approval for such dissemination. CITY shall notify CONSULTANT of its approval within thirty (30) days of any such request and CITY'S approval shall not be unreasonably withheld.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 18 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The CITY shall have access upon reasonable advance notice to such books, records, and documents (except those containing privileged, confidential, intellectual property content) as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONSULTANT warrants and represents that it endeavors that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 20 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall

include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 24 - MODIFICATION OF SCOPE OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in

excess of \$20,000 it must also first be approved by the City Commission and signed by the appropriate CITY official authorized by the City Commission.

The CITY shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Joann Hussey
Director of Communications, Marketing and Economic Development
City of Hollywood
2600 Hollywood Boulevard
Room 203
Hollywood, Florida, 33020

WITH A COPY TO: Damaris Henlon
Interim City Attorney
2600 Hollywood Boulevard
Room 407
Hollywood, Florida 33020

and if sent to the CONSULTANT shall be mailed to:

CBRE, Inc.
Attn: Managing Director
401 E Last Olas Boulevard
Fort Lauderdale, Florida
33301

WITH A COPY TO: CBRE, Inc.
321 North Clark Street, Suite 3400
Chicago, IL 60654
Attn: David E. March, Deputy General Counsel – Americas Advisory

ARTICLE 26 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall be the joint property of the CITY and the CONSULTANT.

ARTICLE 27 – LIMITATIONS OF LIABILITY

Neither party to this Agreement shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, regardless of the foreseeability, cause or basis of such liability. CONTRACTOR shall have no liability arising out of (a) any information, data, documentation, estimates, opinions, projections, and assumptions data provided by CITY or any reliance thereon by CONTRACTOR, CITY, or any third party or (b) CITY's

failure to comply with its obligations under this Agreement. CITY acknowledges and agrees that CITY and its legal counsel and other professional advisors are solely responsible for determining the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation contemplated by this Agreement or Exhibit and none of CONTRACTOR, its Affiliates or Subcontractors or their agents or employees shall have any responsibility or incur any liability therefor. CITY is urged to seek the advice of counsel, accountants and advisors as to the legal, tax and accounting consequences thereof. CITY acknowledges and agrees that (a) CITY will decide whether to implement any recommendations or advice given by CONTRACTOR as part of the Services and (b) CITY shall be fully responsible for its use of any Deliverables relating to the Services or otherwise provided to CITY, and CONTRACTOR will not be liable for any such decision or use. If CITY enters into an Work Order with an Affiliate or Subcontractor of CONTRACTOR or third party, CITY will look solely to such Affiliate, Subcontractor, or third-party, as applicable, and not to CONTRACTOR for satisfaction of any liability arising under or relating to such Work Order. This Article and any other limitations on liability provisions in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 28 - ATTORNEY'S FEES; JURY WAIVER.

If either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related out-of-pocket expenses. **EACH PARTY, AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

City of Hollywood, a municipal
corporation of the State of Florida

Patricia Cerny, MMC City Clerk

Approved by: _____
George R. Keller Jr. CPPT
City Manager

Approved as to form:

Approved by: _____
Stephanie Tinsley,
Director, Financial Services

Damaris Henlon,
Interim City Attorney

AS TO CONSULTANT

WITNESSES:

Signature

By: _____
CBRE, Inc.

Print Name

EXHIBIT A: SCOPE OF WORK

- Professional Real Estate Brokerage, Consulting, Negotiation & Transactional Services
- Real Estate Portfolio Planning, Management and Asset Valuation Services
- Site Selection
- Visioning, Strategizing and Planning Assistance
- Data/Market Assessment/Survey/Analysis
- Market Engagement
- Marketing and Animation Services
- Corridor Assessment Milestone Support
- FAM Tour Collaboration
- RFP Distribution and Analysis

TRANSACTION MANAGEMENT AND BROKERAGE SERVICES

1.1 Work Orders. Upon the execution and delivery by CONTRACTOR and CITY of a Work Order in the form attached hereto as Exhibit A-1 (the "Commencement of Work Order"), CONTRACTOR shall provide or cause to be provided the Brokerage Services described in this Section. The Parties shall modify the form of Work Order as may be required so that any Work Order constitutes an enforceable brokerage agreement under applicable law.

1.2 Generally. Fees are subject to the City's issuance of task orders. Invoices and payment will be based on the approved fee schedule as stated in the State of Florida contract number DMS-22/23-007A.

1.3 Fee Protection on Expiration or Termination. Within 30 days after the expiration or termination of the Agreement or any particular Work Order, CONTRACTOR shall provide CITY with a list of all parties with whom CONTRACTOR was engaged in active negotiations for transactions for which fees could be earned under this Exhibit A. If within 180 days after such expiration or termination date, CITY enters into any agreement with a party on such list for which a fee would have been earned hereunder, CONTRACTOR shall earn the fee provided for under this Exhibit A to the same extent as if the Agreement or Work Order had not expired or terminated. Upon the expiration of the 180-day period, CONTRACTOR may present to CITY for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. CITY shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CONTRACTOR (or its Subagents) prior to termination. This Section shall survive the termination or expiration of the Agreement or the applicable Work Order.

1.4 CITY acknowledges that CONTRACTOR and its Affiliates provide a wide range of real estate services and certain CONTRACTOR Affiliates (including employees), may: (a) assist with the transaction(s) contemplated by this Exhibit A; (b) represent clients who have competing interests in such transaction(s), and (c) pay and/or receive referral fees and other compensation relating to the foregoing, including to and from CONTRACTOR.

1.5 CITY acknowledges and agrees that (a) CONTRACTOR assumes no responsibility for matters of a legal nature affecting the property valued or the title thereto, and CONTRACTOR does not render any opinion as to the title, (b) CONTRACTOR assumes no responsibility for hidden or unapparent conditions of the property, subsoil or structures or any hazardous materials or environmental conditions or issues affecting the property that would render it more or less valuable; and (c) neither all nor any part of the contents of any valuation report provided by CONTRACTOR or a copy thereof (including conclusions as to property value or the identity of CONTRACTOR) shall be used for any purpose by anyone but CITY without the prior written consent of CONTRACTOR.

1.6 CITY acknowledges and agrees that CONTRACTOR makes no warranty or representation as to the accuracy of information supplied by any landlord, seller or other third party pertaining to any given transaction, and CONTRACTOR shall not be held liable for any misstatement or misrepresentation of fact or information related thereto. CONTRACTOR urges CITY to retain appropriate consultants to review and investigate

the condition of any property or building which CITY may consider including, without limitation, investigations of the possible presence of hazardous substances, a review of zoning, building code and life safety issues, structural integrity, and an analysis of the condition of the roof and the building systems and equipment and the suitability of the property or building for CITY's intended use

1.7 In no event shall CONTRACTOR incur liability under this Exhibit A or otherwise relating to the services set forth in this Agreement beyond the amount of fees (excluding any reimbursed amounts) received and retained by CONTRACTOR for the services during the immediately preceding 12 months.

EXHIBIT A-1 – FORM OF WORK ORDER
Work Order FOR BROKERAGE SERVICES

Reference is made to that certain Contract for Consulting/Professional Services dated _____, 20__ between _____, for itself and its Affiliates (“CITY”) and CBRE, Inc. (“CBRE”) (“Agreement”). Pursuant to the Agreement, this Work Order confirms that [CITY][Insert name of CITY Affiliate] has engaged [CBRE][Insert name of CBRE Affiliate] as its exclusive broker, either directly or indirectly or indirectly through a Subagent, with respect to the transaction described herein.

Capitalized terms used in this Work Order without definition shall have the meaning assigned to them in the Agreement.

If this Work Order is entered into by an Affiliate of CITY and/or CBRE, the references herein to “CITY” and/or “CBRE” shall be deemed references to such Affiliates, as applicable.

Target Location:

Square Footage:

Building Type:

Transaction Management Service (check one): Purchase of Facility or Property

New Lease of Space (where CITY will be tenant)

Lease

Renewal/Extension/Renegotiation

Space

Sublease or Lease of Surplus

Sale of Facility or Property

Lease Termination or Buyout

CBRE’s Fee: Pursuant to the Agreement, CBRE’s fee with respect to this engagement shall be [_____], which shall be calculated and due and payable **[in accordance with the terms of the Agreement.] [as follows: _____.]**

Target Price/Rental Rate:

Term of Work Order:

Other terms relating to the transaction or required by local law:

CITY Primary Contact Person and Information:

CBRE Primary Contact Person and Information:

The Parties have executed this Work Order effective as of the date last written below.

[CLIENT]

CBRE, INC.

By: DO NOT SIGN TEMPLATE ONLY

By: DO NOT SIGN TEMPLATE ONLY

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B:

CONSULTING SERVICES

1. **CONSULTING SERVICES; COMPENSATION.** CONTRACTOR shall provide the consulting services (each, an “Consulting Service”; collectively, “Consulting Services”) described in Work Orders agreed upon and executed by the parties from time to time during the Term. Work Orders shall be in substantially the same form as the attached Exhibit B-1 and shall specify the Consulting Services, the compensation to be paid to CONTRACTOR for such Consulting Services, and any other terms and conditions relating to any particular Work Order.

2. **OTHER TERMS AND CONDITIONS.**

2.1 Limitation of Liability. CONTRACTOR will provide the Consulting Services in good faith but, subject to the limitations in the Agreement, will only be liable to CITY to the extent of CONTRACTOR’s gross negligence or willful misconduct. In no event will CONTRACTOR incur liability under this Exhibit B or otherwise relating to a Consulting Service beyond the amount of fees (excluding any reimbursed amounts) received and retained by CONTRACTOR for such Consulting Service under the Work Order giving rise to the claim.

2.2 Lobbying. Certain Consulting Services may constitute “lobbying activity” under relevant state or local law. In those jurisdictions, CONTRACTOR could be required to register as a lobbyist and submit periodic reports that disclose specific lobbying activity and include the name, contact information and amount paid by CITY to CONTRACTOR for such activity. In some jurisdictions, CITY could be required to register as a “Lobbyist Employer” under state or local law. CONTRACTOR will notify CITY when CONTRACTOR is required to register as a lobbyist, and CITY is encouraged to seek legal advice regarding its own registration and/or disclosure requirements.

EXHIBIT B-1 – FORM OF WORK ORDER
Work Order FOR [INSERT TYPE OF Consulting SERVICES] SERVICES

Reference is made to that certain Contract for Consulting/Professional Services dated _____, 20__ between _____, for itself and its Affiliates (“CITY”) and CBRE, Inc. (“CBRE”) (“Agreement”) Pursuant to the Agreement, this Work Order confirms that [CITY][Insert name of CITY Affiliate] has engaged [CBRE][Insert name of CBRE Affiliate] to perform the Consulting Services described herein.

Capitalized terms used in this Work Order without definition shall have the meaning assigned to them in the Agreement.

If this Work Order is entered into by an Affiliate of CITY and/or CBRE, the references herein to “CITY” and/or “CBRE” shall be deemed references to such Affiliates, as applicable.

**[SCOPE OF CONSULTING SERVICES, COMPENSATION, REIMBURSEMENTS AND
OTHER APPLICABLE TERMS AND CONDITIONS TO BE INSERTED PRIOR TO
EXECUTION]**

[TEMPLATE ONLY – DO NOT POPULATE]

The Parties have executed this Work Order effective as of the date last written below.

[CLIENT]

CBRE, INC.

By: DO NOT SIGN TEMPLATE ONLY

By: DO NOT SIGN TEMPLATE ONLY

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____