

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
TUESDAY, DECEMBER 11, 2018 - 5:30 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
 - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
-

1. CALL TO ORDER/ROLL CALL

2. CITIZEN COMMENTS

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

3. ADMINISTRATIVE REPORTS

- 1. 2019 Arts and Seafood Celebration Report
- 2. PATCH Holiday Craft Bazaar

4. PRESENTATIONS

- 1. Art of Community Grant Update
- 2. Legal overview of Affordable Housing Initiative - James Brady, Esq., Saul, Ewing, Arnstein & Lehr

5. CONSENT AGENDA

1. Minutes:
Approve Minutes of the November 13, 2018 CRA Board Meeting
2. Travel Requests: None
3. RESOLUTION NO. 2018-CRA-023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO ISSUE A PUBLIC NOTICE OF DISPOSITION IN ACCORDANCE WITH SUBSECTION 163.380 (3)(a), FLORIDA STATUTES, FOR THE PURPOSE OF SOLICITING PROPOSALS FOR THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2018-CRA-024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF FIFTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$59,500.00) FROM THE FREDERICK A. DELUCA FOUNDATION FOR THE PATCH MOBILE MARKET PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2018-CRA-025

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO ENTER INTO A “PIGGYBACK” AGREEMENT FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND THE CITY OF DANIA BEACH, FLORIDA (“CITY”); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. **PROPOSALS AND BIDS**
7. **DISCUSSION AND POSSIBLE ACTION**
8. **BOARD MEMBER COMMENTS**
9. **INFORMATION ITEMS**

10. ADJOURNMENT

Memorandum

To: Chair, Vice Chair and Board of Commissioners
From: Rickelle Williams, Executive Director
Date: December 11, 2018
Re: **2019 Arts and Seafood Celebration Update**

The CRA is currently working on preparations for the 7th Annual Dania Beach Arts and Seafood Celebration taking place March 30-31, 2019 at Frost Park. The following is an update on the event:

Sponsorship

Our sponsorship goal is to raise a minimum of \$40,000.00 dollars in cash and in-kind sponsorship. We are pursuing new corporate sponsors and as is customary we are approaching past sponsors to promote their business at the event. We are appealing to our Dania Beach community to assist us with sponsorship. All leads are welcome!

Our sponsorship brochure outlines details on the event and benefits for various levels of monetary contributions. The program is adaptable to meet the needs of companies and organizations and we will customize a sponsorship package based on their marketing goals and budget.

Official Poster Art Competition

An official poster art competition was launched in October by the CRA in conjunction with the Creative Arts Council Advisory Board (CAC). The competition, which closed on November 30th, was promoted in the Dania Press and various art publications and organizations throughout Broward County by the CAC, and on the Arts and Seafood Celebration website and other CRA social media. A final selection will be made after submissions are reviewed by the CAC and CRA.

Art Show

The Art show is juried and interested artists and crafters must register through the Arts and Seafood Celebration website. We have opened online applications for artists and crafters to register. Artists are being charged the following fees:

Jury Fee	\$15		
Street Booth single	\$250	Double Park Booth	\$550
Park Booth single	\$275	Additional fee for a corner booth	\$50
Double Street Booth	\$500		

Artists Awards

A panel of judges will review all artists and crafters on the first day of the show to award \$1,500.00 in cash prizes as follows:

1 Best of Show	\$ 500.00
4 Honorable mentions	\$ 250.00 each
Total	\$1,500.00

Youth Art Competition

Our event producer Standing Ovations is organizing the Youth Art Competition through Broward County Schools.

The theme of this year's Youth Art Competition is ***"Go Fish" Fish Art Contest***. As we celebrate our 7th year of the festival, we ask for all of the artwork to incorporate the theme and select one of the native South Florida fish: Sailfish, Dolphinfish or Yellowfin Grouper. The Youth Art Competition is a judged art competition for grade levels K-8. The contest is open to all students who are residents of Broward County currently attending elementary, middle, secondary school (or homeschooled). Only one entry per student will be accepted. All artwork is due by March 15, 2019.

All artwork submitted to the Youth Art Competition will be judged and one winner from each of the three categories: Sailfish, Dolphinfish and Yellowfin Grouper will be awarded a \$50.00 gift card. All entries will be displayed at the event on both days.

New Performance Art

A popular feature of the event is performance art. The CRA art consultant's team of talented artists will once again create live murals and sculptures at the event on both days. The 2019 event will feature a new open air performance art theatre that will be inspiring and a great point of reference for budding artists. It will also provide great selfie stops and visuals for the ongoing social media campaign throughout the event.

Food and Beverage Concession

We are currently finalizing an agreement to engage a food and beverage concessionaire for the event.

Entertainment

We are in discussions with tribute, cover, and local bands to develop dynamic musical entertainment for both days. The focus is on providing a variety of genres which have proven popular for patrons.

Popular local rock band Whipping Post will be performing.

Our in-house DJ is Royce Ivey of Dania Beach.

Master of Ceremonies, CRA Coordinator Kisha Payen, will present entertaining activities for public participation between musical sets.

Parking

As part of their sponsorship, and as done in previous years, the Casino at Dania Beach has offered parking at the Casino at no charge. Our event producer will meet with casino officials to get information on the areas allotted for event patrons. We are also exploring additional parking opportunities at Winn-Dixie, and Okan University, and have discussed the possibility of doing park and shuttle services to the event from the City's Parking Garage and Bass Pro Shops.

Special Event Permit Request

The Special Events Permit request will be sent to the City Commission in January.

Promotion

The following is a draft summary of promotional opportunities, and ad buys so far. We will also be doing live interviews and an extensive accelerated Social Media outreach in the days leading up to the event.

Print Advertisements:

- Travel Host
- Sun Sentinel
- New Times
- Tidbits
- Cahoots
- Dania Press
- Hola Latinos
- The Riverside Times

Comcast TV Commercials

Radio commercials

Dedicated Facebook campaign and event page with boosted posts are planned.

Eventbrite page

Print Collateral:

- Invitation Cards
- Rack cards
- Posters
- Banners & signage
- Event program guide

Free online calendar listings are being posted.

Press Releases will be issued leading up to the event.



DANIA BEACH
PATCH

People's Access To Community Horticulture



★ ★ ★ **DANIA BEACH'S** ★ ★ ★

• **FARM & MARKET** •

1201 WEST DANIA BEACH BLVD

HOLIDAY CRAFT BAZAAR

SATURDAY **DECEMBER 15** ★



In Partnership with the Kiwanis Club

Shop early for Holiday side-staples at the market, food distribution and great discounts on PATCH items. Event will be from 10AM - 1PM.

FREE!
EVENT!

EBT/SNAP
RECEIVE 50% OFF
FLORIDA-GROWN PRODUCE

SHOP LOCAL • EAT LOCAL

SHOP FRESH • NON-GMO • ORGANICALLY-GROWN PRODUCE AT UNBEATABLE PRICES!

FROM **9AM**
TIL **1PM**

FOR WEEKLY UPDATES AND MORE INFO

ThePatchGarden.com | 954.924.6801

VISIT: Facebook.com/PatchGarden



Art of Community Reporting Form

Submit the following report as a **“Word” document** to our office **via email only** to: reports@cfbroward.org. Please identify your report in the subject line of the email using the following format: Quarterly Report, organization name. Example: *Quarterly Report for Org123*.

Organization Name	Dania Beach Community Redevelopment Agency						
Project Name	Dania Beach: Honor the Legacy						
CEO/Executive Director	Rickelle Williams						
First and Last Name of Person Submitting Report	Rickelle Williams						
Email	rwilliams@daniabeachfl.gov			Phone Number	954-924-6801 x3732		
Grant Number	20170737			Grant Date	June 1, 2018		
Numbers Served to Date	30 (# of people who have participated to date)			Projected Numbers Served	5000 (Projected # of participants and viewers by end of grant period).		
Date Project Began	July 2018			Date Project Ended	Ongoing through May 2019		
Report # (please check one)	1	X	2		3		4

1. Outcome 1: Research and Data Collection			
Action Step	Date Completed	Outcome Achieved	How Measured
Archival Research	July 2018	Data collection using artifacts	Documentation of local places, events and activities
Historical Research	July 2018	Data collection using books and other sources	Documentation of historical accounts

2. Outcome 2: Logistics			
Action Step	Date To Be Completed	Outcome Achieved	How Measured
Site selection process	Ongoing through December 2018	Determine where historic markers may be placed	Identified six of the eight sites for markers to be placed
Local artist studio set-up	October 2018	Studio spaces in Dania Beach to allow community engagement with the artist for design concepts	Artists has set up studio space in Dani Beach

3. Outcome 3 – Community Workshops/Interviews			
Action Step	Date To Be Completed	Outcome Achieved	How Measured
Community Workshop 1	August 11, 2018	Engaged community; first-person research	8 Interviews and 10 surveys gathered
Community Workshop 2	September 21, 2018	Engaged community; first-person research	12 interviews and 8 surveys gathered
Community Workshop 3	September 28, 2018	Engaged community; first-person research	10 interviews and 9 surveys gathered

4. Outcome 4 – Design Phase Development			
Action Step	Date To Be Completed	Outcome Achieved	How Measured
Preliminary Design Concepts	November 2018	Artists has translated research and interviews into 8 topics and completed preliminary design concepts	8 preliminary design concepts have been developed
Design Approval	December 2018	Upcoming: CRA and Community will give artist input on design concepts before final approval.	Finalized designs concepts

Budget

Funds must be used, strictly in accordance with the terms of the Contract. Please include narrative information and financial accounting of the expenditure of these grant funds.

To date a total of Five Thousand Dollars (\$5,000.00) in grant funds have been expended. The expenditures are as follows:

- One Thousand Eight Hundred Seventy-Five Dollars (\$1,875.00) – Studio Rental: Artist Gary Moore has set up an art studio in Dania Beach to encourage local participation in the design process for the eight historic markers. Gary Moore utilizes the research gathered from interviews and archival materials to synthesize eight (8) historical topics/people/places/moments as the basis for artistic renderings.

- Three Thousand One Hundred Twenty-Five Dollars (\$3,125.00) – Artist Fee/Stipend: Artist Gary Moore has spent time interviewing community members at three Community Workshops in August and September 2018. Over thirty (30) people have participated in the interview and/or survey process to share their stories about the significant aspects of Dania Beach history.

Success Story

Please provide a compelling success story that illustrates the impact your project has made on the individual(s) served and provides insight to their personal growth/achievement that we can share with our Donors. 400 words maximum.

Although only at the midpoint of the Honor the Legacy Project, there have been several success stories that illustrate the profound impact this project has had on the community. The community engagement aspect has brought a great deal of depth to the project in an unexpected way. Based on the conversations had during the interviews/workshops it is apparent that there is a transformational power that stems from telling and sharing stories. Many Dania Beach residents have never been asked to share their stories of good, bad, significant or memorable moments, happenings, and events in their lives. Many residents upon hearing the stories of others realize that their perspective may differ from others based on the culture and challenges of the times. The interview process highlighted many of the racial and social inequalities that served to divide the community and led to discussions of how Dania Beach has evolved for the better. Conversations about inclusion began to come up as many older residents recalled times that were much different than today. So far the project, via the interviews and conversations, has created a desire for the community to come together for a greater purpose that honors, respects and pays tribute to the past while looking forward to a future full of growth and achievement as a community.

Challenges or Obstacles

Has there been any challenges or obstacles that have prevented your program from being implemented as described in the grant? If yes please describe below. Explain how you are overcoming the challenges to meet project outcomes.

We have had some slight difficulty with identifying all of the sites for the historic markers. As the markers will serve as the foundation of a walking tour, it is imperative that the sites be within close proximity. This has created challenges with respect to identifying publically-owned easements or right-of-ways that may be used for the sites. There are two sites that remain to be selected due to these challenges. In addition, every effort is being made to have the sites coordinate with actual historic locations (if possible). The CRA is working to complete site selection within the next month.

Please provide high resolution picture(s) and/or videos that will help share your success story with Donors.

Pictures should be uploaded to your dedicated Dropbox account ONLY. Email marketing@cfbroward.org if you have problems.

Video provided via the presentation on October 18, 2018 at the Community Foundation of Broward.

Additional narrative to explain progress of project to date:

MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, NOVEMBER 13, 2018 – 6:00 P.M.

1. Call to Order/Roll Call

Chairman James called the meeting to order at 6:00 p.m.

Present:

Chairman:	Tamara James
Vice-Chairman:	Bill Harris
Board Members:	Chickie Brandimarte Bobbie H. Grace Marco A. Salvino, Sr.
Executive Director:	Rickelle Williams
City Attorney:	Thomas Ansbro
CRA Secretary:	Thomas Schneider

2. Citizen Comments

There were no comments at this meeting.

Item 4 was taken up at this time.

3. Administrative Reports

Director Williams reviewed the memo she distributed to the Board, which is attached to and incorporated into these minutes.

3.1 First-Time Home Buyer Interest Meetings Flyer

Director Williams reviewed the flyer included in the agenda packet.

3.2 PATCH Fall Harvest Festival Flyer

Director Williams reviewed the flyer included in the agenda packet.

3.3 PATCH City-Center Pop-Up Shop Flyer

Director Williams reviewed the flyer included in the agenda packet.

4. Presentations

On behalf of the Board, Chairman James presented Board Member Grace with a clock in recognition of her service and dedication to Dania Beach.

On behalf of the Board, Vice-Chairman Harris presented Board Member Salvino with a clock in recognition of his service and dedication to Dania Beach.

Kathleen Weekes, CRA Manager, presented art from the Arts & Seafood Celebration and Dania After Dark and events.

5. Consent Agenda

5.1 Minutes:

Approve Minutes of the October 9, 2018 CRA Board Meeting

5.2 Travel Requests: None

5.3 RESOLUTION NO. 2018-CRA-021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA"), OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL TO PROCEED WITH A BID ADVERTISEMENT FOR ROADWAY IMPROVEMENTS FOR THE WEST DANIA BEACH BOULEVARD RAILWAY APPROACH PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5.4 RESOLUTION NO. 2018-CRA-022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO PURCHASE A VEHICLE IN AN AMOUNT NOT TO EXCEED THIRTY ONE THOUSAND FIVE HUNDRED SIXTY ONE DOLLARS (\$31,561.00) FROM COGGIN FORD BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA18-VEL-26.0; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Board Member Grace motioned to approve the Consent Agenda; seconded by Board Member Salvino. The motion carried unanimously.

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

There were no discussion items on this agenda.

8. Board Member Comments

Board Member Grace commented about the time when she came back to serve the City because she saw great things about to happen. She wished the Board the very best and thanked the residents of the City for allowing her the opportunity to serve.

Chairman James thanked Board Members Grace and Salvino for their service.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chairman James adjourned the meeting at 6:19 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIRMAN – CRA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO ISSUE A PUBLIC NOTICE OF DISPOSITION IN ACCORDANCE WITH FLORIDA STATUTES 163.380 (3)(a) FOR THE PURPOSE OF SOLICITING PROPOSALS FOR THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE COMMUNITY REDEVELOPMENT AREA

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Public Notice of Disposition , R-2018-CRA- Public Notice of Disposition

Memorandum

To: Chair, Vice Chair and Board of Commissioners
From: Rickelle Williams, Executive Director
Date: December 11, 2018
Re: **Public Notice of Disposition**

Background

One of the redevelopment goals outlined in the CRA Plan is to eliminate substandard housing and provide affordable housing alternatives. Through powers granted by Florida Statutes 163.370, the CRA acquired, by conveyance from the City of Dania Beach, six (6) vacant, undeveloped parcels (the “Property”) for the purpose of developing affordable housing in the Redevelopment Area in accordance with the Plan. The Property is within the boundaries of the Redevelopment Area, and are located at:

- | | | |
|-----|---------------------------|----------------------------|
| (1) | 47 NW 14th Avenue | (Folio #: 5042-33-01-0060) |
| (2) | 19 NW 14th Avenue | (Folio #: 5042-33-01-0110) |
| (3) | 1361 W. Dania Beach Blvd. | (Folio #: 5042-33-01-0130) |
| (4) | 40 NW 14th Avenue | (Folio #: 5042-33-01-0190) |
| (5) | 149 NW 6th Avenue | (Folio #: 5042-34-01-0720) |
| (6) | 135 NW 6th Avenue | (Folio #: 5042-34-01-0760) |

On June 12, 2018, the CRA Board, by motion and consensus, authorized the CRA Executive Director to take all necessary steps to implement the At Home Dania Beach Program. The Program includes various residential revitalization initiatives and strategies such as affordable housing development and a first-time homebuyer program.

The CRA has made progress with the planning portion of the affordable housing development and first-time homebuyer programs and would like to move forward. The next phase of the plan would be to engage a high capacity developer. Sub-section 163.380 (1), Florida Statutes, empowers CRAs to sell, lease, dispose of, or otherwise transfer real property or any interest in it acquired by it for community redevelopment in a community redevelopment area to any private person, or may retain such property for public use, and may enter into contracts for residential, recreational, commercial, industrial, educational, or other uses, in accordance with the community redevelopment plan, subject to such covenants, conditions, and restrictions, including covenants running with the land, as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas.

Update

The CRA desires to dispose of the Property in order to achieve the goals and objectives in the CRA Plan and Sub-section 163.380 (3)(a), Florida Statutes, which provides that prior to disposition of any real property or interest in it

within a community redevelopment area, any community redevelopment agency shall give public notice of such disposition by publication in a newspaper having a general circulation in the community, at least 30 days prior to the execution of any contract to sell, lease, or otherwise transfer real property and, prior to the delivery of any instrument of conveyance with respect to the Property under the provisions of the provision, invite proposals from, and make all pertinent information available to, private developers or any persons interested in undertaking to redevelop or rehabilitate a community redevelopment area or any part of it.

Further, Sub-section 163.380 (3)(a), Florida Statutes, provides that the community redevelopment agency shall consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out; and the community redevelopment agency may then negotiate with any persons for proposals for the purchase, lease, or other transfer of any real property acquired by it in the community redevelopment area.

Recommendation

Authorize the proper CRA officials to issue a Public Notice of Disposition for the Property to be used for the development of affordable housing in accordance with Florida Statutes, the CRA Plan and the At Home Dania Beach Program.

RESOLUTION NO. 2018-CRA-023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO ISSUE A PUBLIC NOTICE OF DISPOSITION IN ACCORDANCE WITH SUBSECTION 163.380 (3)(a), FLORIDA STATUTES, FOR THE PURPOSE OF SOLICITING PROPOSALS FOR THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified as Part III of Chapter 163, Florida Statutes, as amended from time to time (the "Act"); and

WHEREAS, all powers arising through the Act are conferred by the Act upon counties with Home Rule Charters, such as Broward County, Florida, which in turn are authorized to delegate certain of their powers to a community redevelopment agency created pursuant to the Act; and

WHEREAS, pursuant to the adoption of Resolution No. 2002-275 by the Board of County Commissioners of Broward County, Florida (the "Board"), the Board delegated to the City Commission of the City of Dania Beach, Florida (the "Commission") the authority to exercise the redevelopment powers conferred upon the Board within its Redevelopment Area in accordance with the Act, to enable the City Commission to declare the need for, create and delegate power to a community redevelopment agency ("CRA") and to prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Commission accepted a delegation of powers from the Board, found a need for and created the CRA, granted the CRA the power to exercise those powers permitted by the Act which were delegated by the Board to the City and directed the preparation and adoption of a community redevelopment plan (the "Plan"), updates of which have been approved and adopted by the CRA Board on March 11, 2009, and June 3, 2015, respectively; and

WHEREAS, the redevelopment goals outlined in the updated Plan include (1) enhance and reinforce the CRA sub areas; (2) eliminate substandard housing and provide affordable housing alternatives; (3) redevelop the CRA in a manner that is energy efficient and sustainable; (4) attract targeted new industries and retain and expand core industries; and (5) enhance redevelopment activities through an active marketing strategy that supports redevelopment initiatives; and

WHEREAS, through powers granted by Section 163.370, Florida Statutes, the CRA acquired, by conveyance from the City of Dania Beach, six (6) vacant, undeveloped parcels (the “Property”) for the purpose of developing affordable housing in the Redevelopment Area in accordance with the Plan; and

WHEREAS, the Property is within the boundaries of the Redevelopment Area, consisting of parcels located at:

- (1) 47 NW 14th Avenue (Folio #: 5042-33-01-0060)
- (2) 19 NW 14th Avenue (Folio #: 5042-33-01-0110)
- (3) 1361 W. Dania Beach Blvd. (Folio #: 5042-33-01-0130)
- (4) 40 NW 14th Avenue (Folio #: 5042-33-01-0190)
- (5) 149 NW 6th Avenue (Folio #: 5042-34-01-0720)
- (6) 135 NW 6th Avenue (Folio #: 5042-34-01-0760); and

WHEREAS, Subsection 163.380 (1), Florida Statutes, empowers CRAs to sell, lease, dispose of, or otherwise transfer real property or any interest in it acquired by it for community redevelopment in a community redevelopment area to any private person, or may retain such property for public use, and may enter into contracts for residential, recreational, commercial, industrial, educational, or other uses, in accordance with the community redevelopment plan, subject to such covenants, conditions, and restrictions, including covenants running with the land, as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas; and

WHEREAS, the mission of the CRA is to create and implement economically sound redevelopment and revitalization activities in the City of Dania Beach, to improve the unique small town quality of life, while simultaneously facilitating investment, commercial development, innovation and growth for the City’s diverse population; and

WHEREAS, Subsection 163.380 (1), Florida Statutes, stipulates that purchasers or lessees and their successors and assigns shall be obligated to devote such real property only to the uses specified in the community redevelopment plan and may be obligated to comply with such other requirements as the county, municipality, or community redevelopment agency may determine to be in the public interest, including the obligation to begin any improvements on such real property required by the community redevelopment plan within a reasonable time; and

WHEREAS, the CRA desires to dispose of the Property in order to achieve the goals and objectives in the CRA Plan and Subsection 163.380 (3)(a), Florida Statutes, which provides that prior to disposition of any real property or interest in it within a community redevelopment area, any community redevelopment agency shall give public notice of such disposition by publication in a newspaper having a general circulation in the community, at least 30 days prior to the execution of any contract to sell, lease, or otherwise transfer real property and, prior to the delivery of any instrument of conveyance with respect to the Property under the provisions of the provision, invite proposals from, and make all pertinent information available to, private redevelopers or any persons interested in undertaking to redevelop or rehabilitate a community redevelopment area or any part of it; and

WHEREAS, according to Subsection 163.380 (3)(a), Florida Statutes, such notice shall identify the area or portion of it and shall state that proposals must be made by those interested within 30 days after the date of publication of the notice and that such further information as is available may be obtained at such office as is designated in the notice; and

WHEREAS, Sub-section 163.380 (3)(a), Florida Statutes, provides that the community redevelopment agency shall consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out; and the community redevelopment agency may then negotiate with any persons for proposals for the purchase, lease, or other transfer of any real property acquired by it in the community redevelopment area;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper CRA officials are authorized to issue a Public Notice of Disposition of the Property as described in this Resolution in accordance with Subsection 163.380, Florida Statutes.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution shall be repealed to the extent of such conflict.

Section 4. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION ACCEPTING A GRANT AWARD IN THE AMOUNT OF FIFTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$59,500.00) FROM THE FREDERICK A. DELUCA FOUNDATION FOR THE PATCH MOBILE MARKET PROGRAM

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Frederick A. DeLuca Foundation Grant Award, R-2018-CRA- DeLuca Foundation Grant Award for PATCH Mobile Market Program, DeLuca Foundation Grant Award Letter, Project Narrative, Project Budget

Memorandum

To: Chair, Vice Chair and Board of Commissioners
From: Rickelle Williams, Executive Director
Date: December 11, 2018
Re: **Grant Award from the Frederick A. DeLuca Foundation**

Background

The Frederick A. DeLuca Foundation, Inc. is a private foundation supporting programs that empower people to lead healthy and productive lives through education, awareness and research initiatives in the areas of health education and public awareness, youth development, workforce development, the arts and medical research.

In November 2018, the CRA applied for a non-matching grant from the Frederick A. DeLuca Foundation, Inc. in the amount of Fifty Nine Thousand Five Hundred Dollars (\$59,500.00). This funding is needed to support, expand and leverage the work being done under the current USDA grant for the Mobile Farmer's Market Program which is intended to bring local, fresh produce to senior communities, housing developments, and community centers in low-income communities and food deserts in Broward County. The Mobile Farmer's Market Program expands the reach and revenue generating capacity of the PATCH.

The CRA received an award letter from the Frederick A. DeLuca Foundation on December 3, 2018, awarding the CRA a grant in the amount of Fifty Nine Thousand Five Hundred Dollars (\$59,500.00) for a one year grant period of January 2019 through December 2019.

The CRA supports this project and desires to receive grant funding to provide for expenses such as outreach and educational materials, community workshops, supplies, a mobile market trailer, fuel, maintenance and consulting services.

Fiscal Impact

There is no fiscal impact as this grant does not require a match.

Recommendation

Authorize acceptance of a grant in the amount of Fifty Nine Thousand Five Hundred Dollars (\$59,500.00) from the Frederick A. DeLuca Foundation for the PATCH Mobile Market Program.

Attachments

Resolution
Award Letter
Project Narrative
Project Budget

RESOLUTION NO. 2018-CRA-024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF FIFTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$59,500.00) FROM THE FREDERICK A. DELUCA FOUNDATION FOR THE PATCH MOBILE MARKET PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, founded In 1997, the Frederick A. DeLuca Foundation, Inc. is a private foundation supporting programs that empower people to lead healthy and productive lives through education, awareness and research initiatives in the areas of health education and public awareness, youth development, workforce development, the arts and medical research; and

WHEREAS, at the November 14, 2017 CRA Board meeting, the Board adopted Resolution No. 2017-CRA-008 accepting a grant in the amount of Two Hundred Forty Eight Thousand Eight Hundred Seventy One Dollars and Ninety Cents (\$248,871.90) from the United States Department of Agriculture-Agricultural Marketing Services (USDA-AMS) for the PATCH Farmers Market Promotion Program; and

WHEREAS, in November 2018, the CRA applied for a non-matching grant from the Frederick A. DeLuca Foundation, Inc. in the amount of Fifty Nine Thousand Five Hundred Dollars (\$59,500.00) to support, expand and leverage the work being done under the current USDA grant for the Mobile Farmer's Market Program which is intended to bring local, fresh produce to senior communities, housing developments, and community centers in low-income communities and food deserts in Broward County thus expanding the reach and revenue generating capacity of the PATCH; and

WHEREAS, the CRA received an award letter from the Frederick A. DeLuca Foundation on December 3, 2018, awarding the CRA a grant in the amount of Fifty Nine Thousand Five Hundred Dollars (\$59,500.00) for a one year grant period of January 2019 through December 2019 a copy of which letter is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the CRA supports this project and desires to receive grant funding to provide for expenses such as outreach and educational materials, community workshops, supplies, a mobile market trailer, fuel, maintenance and consulting services as described in the

Project Narrative and Budget, copies of which are attached as Exhibit “B” and “C” respectively and made a part of and incorporated into this Resolution by this reference;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the CRA Board accepts the award from the Frederick A. DeLuca Foundation in the amount of Fifty Nine Thousand Five Hundred Dollars (\$59,500.00), to be used for the Mobile Farmer's Market Program and authorizes the CRA Executive Director to execute the necessary agreements and documents.

Section 3. That the CRA Executive Director and City Attorney are authorized to make minor revisions to all related documents as are deemed necessary and proper for the best interests of the CRA.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY



Dr. Angelika Schlanger
The Frederick A. DeLuca Foundation, Inc.
500 E. Broward Blvd.
Suite 2300
Fort Lauderdale, FL 33394

December 3, 2018

Ms. Rickelle Williams
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL

Dear Ms. Williams,

I am pleased to advise you that the directors of the Frederick A. DeLuca Foundation, Inc. have approved a grant of \$59,500 for the Dania PATCH Mobile Farmer's Market program.

As described in the attached grant proposal and budget, the grant is intended to support a portion of the expenses associated with the pilot and expansion of the Dania PATCH Mobile Farmer's Market Program. This program is intended to bring local, fresh produce to senior communities, housing developments, and community centers in low-income communities and food deserts in Broward County. This funding will also provide trainings and technical support to local farmers in the region, enabling them to expand their sales and contribute to the PATCH's mobile farm program. The grant will help the PATCH create an additional revenue stream, while giving back to its local community and beyond.

We are looking forward to this partnership with you. Please feel free to contact me with any questions you may have.

Sincerely,

Dr. Angelika Schlanger
Program Manager
The Frederick A. DeLuca Foundation, Inc.

Purpose and Goals:

Dania Beach PATCH (Peoples Access to Community Horticulture) Market Garden was established as an innovative way to eliminate blight and improve quality of life by providing green spaces in urban residential/mixed use districts in the Dania Beach Community Redevelopment Agency (DBCRA) area. The CRA recognized that an opportunity existed, through the creation of a Market Farm, to improve the quality of life in the urban residential areas of Dania Beach.

With help from an initial grant of \$35,000 from the Broward Regional Health Planning Council (BRHPC), the DBCRA developed the Dania Beach People's Access to Community Horticulture (PATCH™), a market farm program. This funding was part of a county-wide USDA Farmers Market Promotion Program (FMPP) grant in 2012-13 that explored opportunities to establish sites to expand access to healthy foods in Broward County as well as provide technical assistance and education to the blossoming small local growers movement at the time.

In 2017, Dania Beach PATCH was awarded its own FMPP grant to expand the reach of the now established PATCH. This funding is supporting the multiple requests for expansion of the PATCH program ideals to other parts of the county through these goals:

- **conduct market location analysis** for expanded hours, locations, and **rotating pop-up/mobile market options** of the existing PATCH farmers market;
- provide farmers market and promotions managers with **additional training on best practices for market vibrancy**;
- expand and develop **new farmers markets**;
- **recruit beginning direct-to-consumer growers**, develop new and strengthen existing ties between **farmers and consumers**;
- explore **direct-to-institution** local food sourcing;
- connect to and **leverage resources with regional and state farmers markets** and growing experts;
- utilize existing infrastructure and urban farms to promote **agritourism**; and,
- **improve access to and consumption** of locally grown produce, especially by those living in “food deserts”, while creating **sustainable, profitable markets** for Broward County’s urban farmers and regional growers.

PATCH is actively engaged in achieving many of these goals and in the planning stages for others. This FMPP grant funding expires September 2020. To date, (in addition to their regular duties running the PATCH farm and onsite market) the PATCH team has already:

- Developed branding and nutritional outreach with “PATCH in the Bag” containing a recipe and the produce needed for it (grown by PATCH and other local farmers);

- Organized and hosted monthly growers' meetings, well attended by professional growers and community garden managers alike, to develop a network of growers to provide products, to utilize outlets and improve and increase their knowledge and expertise in growing as well as expanding the local food system in Broward;
- Developed partnerships and engagement with key Stakeholders such as UF/IFAS Extension, municipalities and county governments throughout Broward County.
- Developed a strategy and in final planning for a pilot testing of select mobile market network sites in low-income communities throughout Broward County. Pilot market test sites will be operated November 2018 to January 2019 with a full schedule to follow beginning February 2019 in time for peak harvest season. Current pilot sites (with key partners) located in key target communities are:
 - CW Foster Park Community Center, Hallandale Beach (City of Hallandale Beach)
 - Pompano Park, North Lauderdale (City of North Lauderdale)
 - Northwest Gardens Megaphone Community Center, Fort Lauderdale (Ft. Lauderdale Housing Authority)
 - Sailboat Bend Senior Apts (Ft. Lauderdale Housing Authority)
 - Roosevelt Gardens Park, Unincorporated Broward (Broward County Municipal Services District)
- Created Pop Up market booth which is set up at major public events throughout Broward County for outreach and education to the community;

Summary of proposed funding use:

In 2019 and beyond, PATCH expects to continue to help develop a growers' network of local farmers with products for sale to continue to expand access of healthy foods in Broward County. In other Florida counties, this work is usually performed by UF/IFAS Extension. As we work with the existing county extension staff and document grower needs in Broward County, we hope to influence policymakers to increase support for staff for UF/IFAS Extension grower activities in the future.

In 2019 and beyond, PATCH expects to further develop its Mobile Market and Pop Up Market activities to expand access to healthy foods and increase incomes for local growers.

In 2019 and beyond, PATCH expects to continue to provide technical assistance to other Broward County community sites that wish to expand their ability to grow and distribute healthy foods in their neighborhoods.

In 2019 and beyond, PATCH expects to continue to be a leader in local urban agriculture through onsite activities both at PATCH and other local urban agricultural sites.

In 2019 and beyond, PATCH will continue to serve the City of Dania Beach through expanded sites for community gardens, mobile market and pop up sites and nutrition and outreach citywide.

Funding will be needed to support staff with resources to achieve these goals beyond the FMPP funding. A continued investment in PATCH will provide sustainability for the efforts developed here. As the program matures and expands, its cost effectiveness and ability to become autonomous will significantly improve.

Specific metrics you will use to measure outcomes

- ✓ expanded access to fresh locally grown foods through new distribution sites (Mobile and Pop Up markets)
- ✓ number of farmers that we are engaged with in the opportunity for expanded sales as well as ongoing growers meetings and receive technical assistance and education through that process
- ✓ increase in net revenue to PATCH for long term sustainability

Already secured funding (see budget):

Dania Beach Community Redevelopment Agency (ongoing)

USDA Farmers Market Promotion Program (through Sept 2020)

How organization expects to support the project activities after initial time period:

PATCH expects to develop increased revenues from sales of products and expanding its revenues by providing technical assistance services and expanded community investment.

Timeline:

- Ongoing: Continue FMPP grant project described above;
- January 2019: Obtain vehicle and trailer and solidify Mobile Market network and community Pop Ups while employing food safety measures to ensure fresh produce with minimum spoilage;
- January – February 2019: Test pilot Mobile Market sites (through February 2019);
- February – March 2019: Evaluate test sites and establish a permanent schedule for Mobile Markets to include pilot or new sites;
- March – December 2019: Expand operations to other areas for fee-based services such sites with large, concentrated employment to increase financial sustainability, expand economic opportunities for Broward growers and increase community awareness of healthy nutritious food grown in Broward County.
- January – December 2019: Expand the amount of food procured from area growers;
- January – December 2019: Continue to expand access to healthy foods through Mobile Market networks, expand availability of local food through development of new farms and gardens through peer-to-peer training for neighboring communities,

DANIA BEACH PATCH (PEOPLES ACCESS TO COMMUNITY HORTICULTURE)

- January – December 2019: Continue education for growers and consumers
- January – December 2019: Continue to expand the amount of locally grown food that is consumed by Broward County residents.

This investment will supplement efforts of the PATCH team to date and continue to expand access to healthy foods grown by Broward County farmers and gardeners while provide those growers the needed support system to learn from each other, receive technical assistance from experts and solidify the network of growers and their ability to increase revenues for their farms.

PHOTO: PATCH in a Bag offered at community Pop Up event:



Sailboat Bend Apartments for Low Income Seniors (Mobile Market Test Site)



DANIA BEACH PATCH
BUDGET

BUDGET DETAIL	REQUESTED	MATCH	SOURCE
<u>Staffing</u>			
PATCH Manager (Castoro) (100%) oversees PATCH Garden/Market, Mobile Markets and Pop Ups and programs such as growers' meetings	-	\$40,000.00	USDA FMPP
Promotions Coordinator (Earle) (increase from 25% time to 50% time spent on project.) This position increase is needed to respond to demands of expanding PATCH to multiple sites with both Mobile Markets and community Pop-Up booths. Our stakeholders have no experience in promoting locally grown food in concert with nutritional education and outreach.	\$10,000.00	\$10,000.00	USDA FMPP
Farm/Market Staff: onsite PATCH Market and Garden staff, farmers, EBT Coordinator, etc.	-	\$57,000.00	DANIA BCH CRA
Consultant (Yeago) (expand contract to July-Dec 2019) The local food consultant is budgeted to support the PATCH Team through June 2019. With this additional funding, the Consultant will be available to support PATCH Team in transition from pilot sites to permanent Mobile Market sites and continue to develop and expand the local grower network. Consultant will also advise PATCH Team and Stakeholders on policy issues and barriers to access to healthy foods in their neighborhoods. Funding levels in FMPP grant are insufficient thus the requested additional funding.	\$7,500.00	\$7,500.00	USDA FMPP

DANIA BEACH PATCH
BUDGET

<u>Other Expenses</u>			
Outreach & Education Materials/Supplies: Printed rack cards, calendars, recipe cards: These will be distributed at various locations throughout the Mobile Market network. (\$2000 x 6 market sites = \$12,000) Workshops to help develop food safety, nutrition, home based business opportunities including growing, canning, flavored oils, drying herbs. These workshops are geared to underserved community residents, and we will pay the cost of transportation, lodging for speakers and materials for attendees. (\$2500 for stipends and travel expenses, of Out of County Experts plus \$12,000 to purchase workshops supplies and print handouts and resource materials.)	\$10,000.00	\$4,500.00	USDA FMPP
Professional fees for Chef Demos, Cooking Classes for area residents who attend Mobile & PATCH Markets; Workshops & Training professional development for urban growers, community gardens. Support via travel and stipends for Out of County experts not currently available in Broward County.	-	\$18,000.00	USDA FMPP
Mobile Market Site Analysis (Oliveri)		\$4,500.00	

DANIA BEACH PATCH
BUDGET

Mobile Market vehicle/trailer purchase for Mobile Market and PopUp sites; includes shelving on wheels and coolers for PATCH Team to utilize when procuring produce from area growers and delivering produce and set up for sales at Market sites. Vehicle/trailer will include tables and tents at each location. Vehicle/trailer will be operated by PATCH Team members. The vehicle/trailer will be designed to accommodate a variety of setups depending on Partner Site configuration. We are hoping to secure a Ford Transit Connect which averages 26 mpg. However,, we will be towing a vehicle that could weigh up to 2,000 lbs with a 2.5L engine, so we expect perhaps 20 mpg.	\$25,000.00	\$2,000.00	USDA FMPP
Vehicle Maintenance (\$500)/ Insurance(\$1000)/ Wrapping(\$4000/Retrofit (\$1000)	\$6,500.00	-	-
Mileage/Fuel: We estimate that we will be towing a vehicle that could weigh up to 2,000 lbs with a 2.5L engine, so we expect perhaps 20 mpg. Estimate 50 miles per day x 4 days per week when fully operational = 200 miles per week. We are planning an average 3 stops per day. Additional funds will be used for procurement of products from local growers.	\$500.00	\$1,926.00	USDA FMPP
Total	\$59,500.00	\$145,426.00	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO ENTER INTO A "PIGGYBACK" AGREEMENT FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND THE CITY OF DANIA BEACH, FLORIDA ("CITY")

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Colliers International, R-2018-CRA- Colliers Internation Agreement for Real Estate Brokerage and Lease Management Services, Real Estate Brokerage Agreement - Colliers, City and CRA, City of Fort Lauderdale - Colliers Contract, City of Fort Lauderdale - Colliers Contract Renewal, City of Fort Lauderdale Solicitation 975-11940, Colliers Bid Response

Memorandum

To: Chair, Vice Chair and Board of Commissioners
From: Rickelle Williams, Executive Director
Date: December 11, 2018
Re: **Real Estate Brokerage and Lease Management Services Agreement – Colliers International**

Background

Over the past few years, the CRA Board has, through Requests for Qualifications, sought interest from the development community to redevelop in the Downtown City Center, specifically the City Hall site. Previous Requests for Qualifications were not guided by an intensive process of community engagement and stakeholder involvement and have not yielded an actionable plan, proposal or agreement for redevelopment of City Hall or the site.

At the February 26, 2018 CRA Board workshop the CRA Board expressed a renewed desire to revisit, examine and evaluate the possibility of redevelopment of City Hall and the site in general. At the March 13, 2018 CRA Board meeting, the CRA Board after discussion and consensus, agreed to move forward with a City Center Redevelopment Charrette. The CRA Board authorized the engagement of a firm to facilitate a community charrette and plan for redeveloping the City Hall/Downtown City Center site.

At the May 8, 2018 CRA Board meeting, the CRA Board approved Resolution No. 2018-CRA-007 authorizing an Interlocal Agreement with Florida International University Metropolitan Center. The agreement called for FIU to complete an Economic Analysis and Community Charrette to serve as a guide and foundation for determining the feasibility of and process for redevelopment of the City Hall/City Center site.

FIU completed the economic analysis and subsequently conducted a Developer Focus Group and Community Charrette on July 10, 2018 and July 23, 2018 respectively, drawing over 130 residents, business owners and developers combined. FIU was also tasked with completing a City Center Action Plan as part of the Community Charrette report. On September 11, 2018, FIU presented the preliminary Action Plan. Later, on October 1, 2018, the CRA Board held a workshop to discuss the finalized City

Center Development Action Plan as presented by FIU. After CRA Board discussion and input from City of Dania Beach staff, the CRA Board, by consensus, decided to move forward with the City Center project.

At the October 9, 2018 CRA Board meeting, the CRA Board adopted Resolution No. 2018-CRA-020 accepting the final City Center Community Charrette and Preliminary Action Plan and authorizing the advancement of a Public Private Partnership development initiative for the City Center beginning with the execution of the following tasks:

- 1) Engage professional representation
- 2) Decide on a development structure

- 3) Complete a space program for all government functions

Update

After researching Real Estate Brokerage firms in South Florida with experience in government practice, the City and CRA would like to enter into a piggyback agreement with Colliers International South Florida, LLC to complete Task 1 of the Action Plan. The piggyback contract stems from Bid 975-11940 Real Estate Brokerage Services issued by the City of Fort Lauderdale on April 7, 2017. The Bid was awarded to Colliers International South Florida, currently under an agreement with the City of Fort Lauderdale to provide similar services as those required for the City Center Redevelopment project.

Recommendation

Approve the piggyback agreement between the City of Fort Lauderdale and Colliers International South Florida, LLC for Real Estate Brokerage and Lease Management Services related to the City Center Redevelopment project.

Attachments

City of Dania Beach/Dania Beach Community Redevelopment Agency/Colliers International Agreement
City of Fort Lauderdale/Colliers International Agreement
City of Fort Lauderdale/Colliers International Renewal
City of Fort Lauderdale/Colliers International Bid Solicitation
Colliers International Bid Response

RESOLUTION NO. 2018-CRA-025

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO ENTER INTO A "PIGGYBACK" AGREEMENT FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND THE CITY OF DANIA BEACH, FLORIDA ("CITY"); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 26, 2018, the CRA Board of Directors (the "Board") expressed a renewed desire to re-examine and evaluate the possibility of redevelopment of City Hall and the site in general ("City Hall/City Center"); and

WHEREAS, on May 8, 2018, the CRA Board approved Resolution No. 2018-CRA-007, authorizing an interlocal agreement with Florida International University Metropolitan Center ("FIU") to complete an economic analysis and community charrette to serve as a guide and foundation for determining the feasibility of and process for redevelopment of the City Hall/City Center site; and

WHEREAS, after FIU completed the economic analysis and conducted various developer and community charrettes, FIU presented its Community Charrette report to the CRA Board; and

WHEREAS, on October 9, 2018, the CRA Board adopted Resolution No. 2018-CRA-020 accepting the final City Center Community Charrette and Preliminary Action Plan (the "Action Plan") and authorizing the advancement of a Public Private Partnership development initiative for the City Hall/City Center redevelopment project; and

WHEREAS, the City of Fort Lauderdale, Florida and one of its vendors have given permission to the City of Dania Beach to utilize available pricing under Bid 975-11940 Real Estate Brokerage Services dated April 7, 2017, awarded to Colliers International South Florida, LLC ("Colliers International") for which the contract has been renewed effective September 1, 2018 through August 31, 2019, a copy of which is attached as Exhibit "A" and which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, in furtherance of the advancement of the Action Plan task one, the CRA Board finds it is in its best interest to enter into a "piggyback" agreement with Colliers International for Real Estate Brokerage and Lease Management Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the Executive Director of the CRA is authorized to execute an agreement with Colliers International and the City of Dania Beach, Florida (the “City”) to provide real estate brokerage and lease management services Agreement is attached as Exhibit “B”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That the Executive Director and CRA Attorney are authorized to make minor revisions to the related documents which are deemed necessary and proper and in the best interest of the CRA.

Section 4. The Brokerage Agreement provides that all Brokerage Commissions (as such term is defined in the Brokerage Agreement) are to be paid by the Buyer or the Lessee (as such terms are defined in the Brokerage Agreement), as applicable, and all Management Fees shall be paid by the Lessee. No Brokerage Commissions, Management Fees or any other kind of fees shall be due from either the City or the CRA under the Brokerage Agreement.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution shall be repealed to the extent of such conflict.

Section 6. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED on December 11, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, THE CITY OF DANIA BEACH, FLORIDA AND COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES UNDER THE CITY OF FORT LAUDERDALE, FLORIDA AGREEMENT (BID 975-11940)

This is an Agreement (the "Agreement") between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (the "CRA") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, the City of Dania Beach, Florida, a Florida municipal corporation, (the "CITY") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Colliers International South Florida, LLC, a Delaware limited liability company authorized to transact business in the State of Florida ("Contractor"), with a mailing address of 200 Broward Boulevard, Suite 120, Fort Lauderdale, FL 33301.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The agreement dated August 31, 2017 between the Contractor and the City of Fort Lauderdale and any amendment(s) to it, under an award by the City of Fort Lauderdale of related to Bid 975-11940 and the contract renewal letter dated June 20, 2018, copies of which are attached as composite Exhibit "A" (the "Fort Lauderdale Agreement"), is made a part of and is incorporated into this Agreement by this reference, and shall be considered as part of this Agreement between the CRA, CITY, and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Fort Lauderdale, or any city in the area for these same services, then Contractor shall provide such lower service rates to the CITY and CRA.
2. The goods and services to be provided consist of real estate brokerage and lease management services related to the City Center Redevelopment Project and any other projects assigned through a Notice to Proceed. No work under this Agreement is authorized until a Notice to Proceed is issued by the City and accepted by the Contractor. All Notices to Proceed shall be issued by the Contract Administrator. The Contract Administrator for purposes of this Agreement is the City Manager or the Executive Director of the CRA (or their respective designee).
3. All notices to the CITY or the CRA shall be addressed as follows:

If to the CITY: City of Dania Beach, Florida 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 Attention: City Manager	If to the CRA: Dania Beach Community Redevelopment Agency 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 Attention: Executive Director
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4. The term of this Agreement shall be through and including August 31, 2019. All parties, upon mutual agreement, have the option to renew for a one (1) year period.
5. That despite any provision which is or may be to the contrary in the Agreement, no fees or brokerage commissions of any kind will be paid by the CRA or the CITY.
6. That in all other respects, the terms and conditions of the Fort Lauderdale Agreement apply to this Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 2018.

ATTEST:

CRA:
DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

THOMAS SCHNEIDER, CMC
CRA CLERK

LORI LEWELLEN
CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

RICKELLE WILLIAMS
EXECUTIVE DIRECTOR

THOMAS J. ANSBRO
CRA ATTORNEY

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

ROBERT BALDWIN
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

**COLLIERS INTERNATIONAL SOUTH
FLORIDA, LLC,**

a Delaware limited liability company

Signature

PRINT Name

Title

Dated: _____, 2018

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me on _____, 2018,
by _____, as _____ of Colliers International South
Florida, LLC, a Delaware limited liability company, on behalf of the company. He/she is
personally known to me or has produced _____
as identification.

Notary Public, State of Florida

Print Name

**AGREEMENT FOR
REAL ESTATE BROKERAGE
AND
LEASE MANAGEMENT SERVICES**

THIS AGREEMENT, made this 31st day of August 2017, is by and between the City of Fort Lauderdale, a municipal corporation of the state of Florida, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Colliers International South Florida, LLC, a Delaware limited liability company authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are 200 Broward Boulevard, Suite 120, Fort Lauderdale, FL 33301, Phone: 954 652-4600, Fax: 954-652-4637, Email: ken.krasnow@colliers.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Request for Proposal No. 975-11940, Real Estate Brokerage Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's Response to the RFP, dated April 28, 2017, ("Exhibit B").
- (3) Schedule 1.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated August 31, 2017, and any Addenda.
- C. Third, **Exhibit A**, RFP No. 975-11940
- D. Fourth, **Exhibit B**, Contractor's Response dated April 28, 2017

II. SCOPE

The Contractor shall perform the Work (as described in Schedule 1) and as set forth in the Contract Documents with respect to those properties owned or leased by the City ("Facilities") except for those Facilities excluded in Schedule 1. No work under this Agreement is authorized until a Notice to Proceed is issued by the City and accepted by the Contractor. All Notices to Proceed shall be issued by the Contract Administrator.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. For purposes of this Agreement, Contract Administrator is the City Manager, or his designee.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on September 1, 2017, and shall end on August 31, 2018. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms and conditions and specification remain the same, both parties agree to the extension, and such extension is approved by the City Manager.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in **Schedule 1**. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses related to its performance under this Agreement.

V. METHOD OF BILLING AND PAYMENT

The method, amount, process and limitations on payment for Management Services rendered unto the City and the entitlement to Brokerage Commissions are set forth in Schedule 1.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor or breach or violation of the terms of this Agreement. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement and is not limited by insurance coverage. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of reasonable attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the

circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This **MUST** be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The Contractor's insurance must be provided by an A.M. Best's "A-VIII" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Commercial General Liability Insurance

Limits: Combined single limit bodily injury/property damage \$1,000,000.

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Covering all owned hired and non-owned automobile equipment.

5

Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Contractor

Limits: \$1,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. Contractor acknowledges that it represents the City as a Single Agent which requires an undivided loyalty to the City. Any transaction to a Transaction Broker, in which an expectation of undivided loyalty, is no longer in effect shall require the consent of the City as evidenced by an amendment to the Notice to Proceed and execution of the disclosures in form and content acceptable to the City and as required by law. Further, any transition to a Designated Sales Associate shall require the consent of the City, as evidenced by an amendment to the Notice to Proceed, and execution of the required disclosures.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein. Performance of the services hereunder by Contractor shall not be deemed to be a prohibition of, or interference with Contractor's provision of similar services to third parties, provided that Contractor in so doing does not disclose any confidential information of the City or disclose any documents or portions thereof that would otherwise be exempt from the disclosure under the public records laws of the State of Florida.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to Contractor's work performed or required to be performed under this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books,

records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be

construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall endeavor to ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Contractor employees in a supervisory position with respect to the services shall be collectively referred to as the "Key Contractor Personnel." For purposes of this Agreement, "Key Contractor Personnel" shall include but is not limited to Ken

Krasnow and Brooke Berkowitz. Upon issuance of a Notice to Proceed by the City, the Contractor shall identify the team of professionals assigned to the work described in the Notice to Proceed and whether any of the individuals have a conflict of interest. Before proceeding with any work under the Notice to Proceed, the conflict must be resolved to the satisfaction of the City which resolution may include seeking a waiver from the City or replacing the team member with the conflict. Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement. If, at any time, any Key Contractor Personnel actually becomes aware that City is involved in any material way in any proposed transaction whereby Contractor or an affiliate represents any other party to that transaction, Contractor agrees to notify City promptly upon discovering such facts. Upon discovery of such conflict, Contractor shall proceed no further with the transaction on City's behalf until such time as the conflict is resolved to the satisfaction of the City.

Contractor further agrees that none of Contractor's officers or Key Contractor Personnel employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Substitution of Personnel

In the event the Contractor wishes to substitute personnel, Contractor shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City's prior written approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

Q. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

R. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

S. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

T. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

U. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount

actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

No representation or recommendation is or will be made by Contractor or its subcontractors, agents or employees as to the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation.

V. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

W. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

X. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

Y. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof

Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Z. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

(a) The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

(b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

(d) The non-performing party uses its commercially reasonable efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D.

Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes, as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes, as may be amended or revised.

CC. Public Records

Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) If Contractor or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100

North Andrews Avenue, Fort Lauderdale, FL 33301 Attention:
Custodian of Public Records.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____

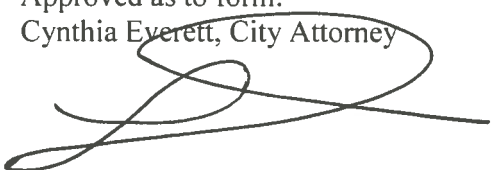

John R. "Jack" Sener, Mayor

By: _____


Lee R. Feldman, City Manager

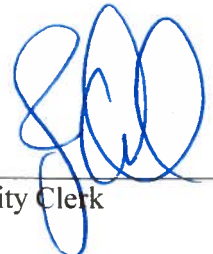
Approved as to form:

Cynthia Everett, City Attorney



Lynn Solomon, Assistant City Attorney

ATTEST:


Jeffrey A. Modarelli, City Clerk

ATTEST

By: [Signature]
Stephen Rutchik, Vice President

CONTRACTOR

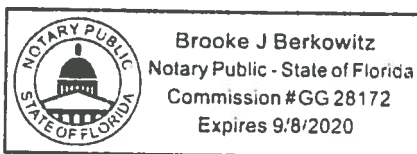
Colliers International South Florida, LLC, a
Delaware limited liability company

By: [Signature]
Ken Krasnow, Vice President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was
acknowledged before me this 31 day of August, 2017, by Ken
Krasnow as Vice President for Colliers International South Florida, LLC, a Delaware
limited liability company, authorized to transact business in the State of Florida. He is
personally known to me X or has produced _____ as
identification and did not take an oath.



[Signature]
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Brooke J. Berkowitz
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 9/8/2020

GG28172
Commission Number

**SCHEDULE 1 TO AGREEMENT FOR
REAL ESTATE BROKERAGE
AND
LEASE MANAGEMENT SERVICES**

Management Fees and Brokerage Commissions

This Addendum establishes the method, amount, process, and limitations on payment of Management Fees for management services rendered by Contractor to City and the method of establishing the entitlement, amount, process, and limitations on the payment of Brokerage Commission to Contractor for Contractors' brokerage services.

1. **Broker Commission.** In accordance with the Contractor's response to the RFP, the Contractor shall be entitled to collect a Brokerage Commission of four (4%) percent of the purchase price on the sale of all City owned assets in which a Notice to Proceed which shall detail the scope of the project) is issued, the City is the Seller in the transaction and the Contractor is the procuring cause. The fee shall be paid by the Buyer without setoff, credit or deduction on the proceeds owed to the City in the transaction provided the Buyer signs a purchase and sale agreement, in form and content acceptable to the City, acknowledging its obligation to pay a commission to Contractor. In addition, Contractor shall be entitled to earn a Brokerage Commission of four (4%) on all new leases in which a Notice to Proceed (which shall detail the scope of the project) is issued by the City, the City is the Lessor and in which the Contractor is the procuring cause. Both parties acknowledge this is not an "exclusive" relationship and Contractor is only entitled to a Brokerage Commission according to the conditions set forth herein. Notwithstanding this Agreement, commissions earned on non-aviation airport leases are subject to limitations set forth in the City Charter and resolutions approved by the City Commission in accordance therewith, as regularly amended and updated. The current fees for Brokerage Services and Management Services for Fort Lauderdale Executive Airport non-aviation Leases will be provided at the time a Notice to Proceed is issued. The City shall not be obligated to pay a commission on certain transactions and assets excluded from this Agreement as set forth below. The City reserves the right to rescind a Notice to Proceed at any time and remove the real property from any marketing activity or listing for sale or lease Both parties acknowledge the commissions on new leases shall be paid to Contractor over time from an Escrow Account (as defined below). With respect to new Leases, the CONTRACTOR'S Brokerage Commission shall be a Lessee expense which will be paid by the Lessee into the Escrow Account in equal periodic installments together with Lessee's payment of rent. All Leases shall incorporate such language that obligates Lessee to pay such a Brokerage Commission and shall be presented to the City for review and approval. Upon termination of this Agreement CONTRACTOR will be entitled to Brokerage Commission, if CONTRACTOR was the procuring cause and other conditions set forth herein are satisfied.

2. **Management Fees.** The Contractor shall be entitled to receive a management fee of three (3%) percent for management services related to Leases in which the City is the Landlord. The City shall issue a Notice to Proceed for all Leases in which the Contractor is entitled to earn a Management Fee. The Contractor shall serve as the fiscal and accounting agent for collection of rents under Leases in which the City is the Lessor. It will collect the rents and provide a monthly accounting to the City of the rents received, deposits held as well as other accounting information requested by the City. Further, Contractor shall send written notice of delinquency, according to the term of the applicable lease, to the Tenant in accordance with the Lease and the City's policies and procedures. The fees on Leases shall be calculated on the Total Rent which is defined as the aggregate of all rental paid and received as required during the initial term of the Lease excluding any sums payable for taxes, operating costs, insurance, cost of living and other pass through expenses. In the event the City hires a third party to collect delinquent rents from its tenants, the Contractor shall not be entitled to receive its Management Fee from the recovery of any delinquent rents by the third party vendor.

2.1. CONTRACTOR is not entitled to a Management Fee from the CITY where the CITY is the Lessee.

2.2. CONTRACTOR will collect the rents from the CITY's Lessees and retain three (3.0%) percent of the Total Rents collected by CONTRACTOR as a Management Fee. The rents collected by the CONTRACTOR shall be deposited in the CONTRACTOR'S Escrow Account described below.

2.2.1. CONTRACTOR will "invoice" City's Lessees, and remittance of rents shall be directly to CONTRACTOR. CONTRACTOR shall deposit all rents collected into CONTRACTOR'S Escrow Account. All interest earnings shall be disbursed to CITY on a quarterly basis as provided.

2.2.1.1 The term "Escrow Account" shall mean, throughout this Agreement, an interest bearing Escrow Account held by CONTRACTOR for the exclusive benefit of the CITY'S leasehold or real property sales transactions. The funds on deposit in the Escrow Account shall not be co-mingled with funds from other transactions of Contractor. CONTRACTOR shall not be entitled to retain interest earnings on CITY'S funds placed into the Escrow Account.

2.2.2. Management Fees are paid only as rents are collected by CONTRACTOR. If no rent is collected in any given calendar month, then CONTRACTOR does not receive its Management Fee until such time as the rent at issue is paid.

2.2.3. Rents collected from Lessees, less Management Fee, will be paid to the CITY monthly by the last day of the month in which the rent was paid to CONTRACTOR.

2.2.4. CONTRACTOR shall provide CITY with a monthly accounting as to (a) rents paid by CITY's Lessees and the Management Fee paid to Contractor and (b) rents not paid by CITY's Lessees, and (c) interest earned.

2.3 Unless otherwise agreed by the CITY in writing, CONTRACTOR shall **not** be responsible for the rendition of Management Services nor entitled to Management Fees on transactions under the following leasing transactions where the CITY is the Lessor.

2.3.1 CITY Charter Section 8.07, Leases with government entities or agencies for governmental purposes

2.3.2 CITY Charter Section 8.08, Leases of parking spaces in parking facilities owned or operated by the City.

2.3.3 CITY Charter Section 8.13, Leases to civic and charitable organizations.

3. Excluded Transactions.

3.1 Unless otherwise agreed by the CITY in writing, CONTRACTOR shall **not** be entitled to a Brokerage Commission on a transaction under the following transactions:

3.1.1 CITY Charter Section 8.02, Sale of public lands and of public property to public bodies.

3.1.2 CITY Charter Section 8.03, Acquiring right-of-way for purpose of converting same to a public body.

3.1.3 CITY Charter Section 8.06, Leases at Bahia Mar, including leasing of Bahia Mar.

3.1.4 CITY Charter Section 8.07, Leases with government entities or agencies for governmental purposes.

3.1.5 CITY Charter Section 8.08, Leases of parking spaces in parking Facilities owned or operated by the City.

3.1.6 CITY Charter Section 8.11, Sale of real property at Fort Lauderdale Executive Airport.

3.1.7 CITY Charter Section 8.13, Leases to civic and charitable organizations.

3.1.8 Fort Lauderdale Executive Airport Aviation Leases.

3.2 The Brokerage Commission is paid by the Lessee, not by the CITY. In order for the Contractor to receive its Brokerage Commission, the Lease must include a written obligation of the Lessee to pay the Commission without setoff, reduction or credit against the rents owed to the City and such rent shall be deemed Additional Rent under the Lease. Until such time as the CONTRACTOR'S Brokerage Commission is paid in full, CITY and CONTRACTOR agree that 50% of the rents (which shall include a prorata portion of the Brokerage Commission) collected will be disbursed from the Escrow Account to the CONTRACTOR and the other 50% of the rents collected will be disbursed from the Escrow Account to the CITY. After the Brokerage Commission has been paid in full from the rents collected under this Paragraph 2.2, then the additional sums paid by Lessee under Paragraph 2.2.1 shall be disbursed out of the Escrow Account to CITY with CONTRACTOR deducting a 3.0% Management fee as to such additional sums paid by Lessee.

3.2.1 In the event a co-broker is involved in a sales or lease transaction, CONTRACTOR'S Brokerage Commission will be reduced from 4.0% to 3.0%. The co-broker may earn a Brokerage Commission to be paid as a Buyer Expense or Lessee expense, which such co-broker's Brokerage Commission, shall not exceed 3.0%. On a lease transaction, the combined or overall brokerage commission shall not exceed 6.0%, shall be paid by the Lessee and paid into the CONTRACTOR'S Escrow Account with each monthly (or periodic) installment of rent.

3.2.2. 50% of each periodic rent installment (which shall include the Brokerage Commission) shall be disbursed from the CONTRACTOR'S Escrow Account to the CONTRACTOR and co-broker proportionate to their share of the overall Brokerage Commission until such time as the overall Brokerage Commission, not exceeding 6.0%, has been paid.

3.2.3 In the event the overall Brokerage Commission exceeds 6.0% in a lease transaction, then the Lessee shall be responsible for that portion of the overall Brokerage Commission exceeding 6.0% in which case the Lessee shall pay such portion of the overall Brokerage Commission that exceeds 6.0% directly to the co-broker, independent of any periodic installments of rent.

3.2.4 The other 50% of each periodic rent installment shall be disbursed from the Escrow Account to CITY, less the 3.0% Management Fee. At such time as the overall brokerage commission, not to exceed 6.0% is paid in full to the CONTRACTOR and co-broker, then 100% of each periodic rent installment shall be disbursed from the Escrow Account to CITY, less the Lease Management Fee which will be retained by CONTRACTOR.

3.2.5 In the context of a sales transaction, the overall Brokerage Commission shall be a Buyer's expense and shall be disbursed from the gross sales proceeds to the CONTRACTOR and co-broker at the time of the closing on the sale.

3.2.6 Upon payment in full to CONTRACTOR of the Brokerage Commission earned by the CONTRACTOR on a Lease transaction, thereafter 100% of the rents collected will be paid into the CONTRACTOR'S Escrow Account and thereafter disbursed to the CITY, less the CONTRACTOR'S Management Fee.

3.2.7 Upon termination of this Agreement, 2.4.3 On renewal of an existing Lease Agreement with an existing tenant that was negotiated by CONTRACTOR and where CONTRACTOR was the procuring cause of the Amended and Restated Lease Agreement and where the Lessee remains in possession after expiration of a prior lease, the Brokerage Commission shall be 2.0% of the rents due under the initial term of the Amended and Restated Lease Agreement. Contractor shall not collect a Brokerage Commission on renewal of a Lease with an existing tenant where the initial Lease contained renewal provisions or options to renew.

3.2.8 There is no Brokerage Commission paid by CITY to CONTRACTOR on a Lease where the CITY is the Lessee. However, CONTRACTOR may be paid a brokerage commission by the Landlord where the CITY is the Lessee.

3.2.9 As to sales transactions in which the Brokerage Commission will be paid by the Buyer, (i) the Resolution offering the property for sale or (ii) the RFP, as authorized by the CITY and (iii) the terms and conditions of the sales contract must specify that the Buyer will be responsible for the Brokerage Commission in the event the CONTRACTOR is the procuring cause of the sale.

3.2.10 On the sale of surplus property by the CITY under City Charter Section 8.04, where the CONTRACTOR initiated the "surplus property sale" procedure in cooperation with of the CITY and pursuant to a Notice to Proceed, then CONTRACTOR shall be presumed to be the procuring cause of the sale and shall be entitled to a Brokerage Commission to be paid by the Buyer and the Buyer's obligation to pay a Brokerage Commission shall be referenced in the Resolution offering the surplus property for sale and shall be further referenced in the Contract for Purchase and Sale. With respect to the Brokerage Commission paid to the Contractor, the Buyer shall not be entitled to a credit, setoff or reduction against the Purchase Price. In the absence of a reference to the CONTRACTOR'S Brokerage Commission in the Resolution or Contract for Purchase and Sale, there shall be no Brokerage Commission payable to CONTRACTOR

3.2.11 CONTRACTOR shall perform a review and assessment of all CITY-owned and/or underutilized property and make recommendations for the best use of such properties as set forth in Section III of the RFP, *Scope of Services*. CONTRACTOR shall follow the procedures set forth in the *Scope of Services*

leading to the Strategic Report and Final Report. Such service shall be provided at no charge to the City.

4. **Advisory Services.** In all instances a Notice to Proceed shall be issued and executed by the CONTRACTOR for the use of advisory services by the CONTRACTOR where the CONTRACTOR shall **not** be entitled to a Brokerage Commission. The Hourly Rate by the CONTRACTOR shall be \$150 per hour as submitted in the CONTRACTOR'S Bid Submittal. The not to exceed number of hours of advisory services shall be stated within the Notice to Proceed. Notwithstanding, the total Advisory Services hours shall not exceed 500 hours during the term of this Agreement. Advisory services shall include but is not limited to analyzing and evaluating leases and other real estate documents, preparing lease summaries, data collection, market analysis, cash flow projections, pro forma statements, financial analysis, and such other advisory services set forth in the Notice to Proceed.
5. **Additional Services.** Contractor shall provide the following services at no charge to the City: (1) Annual presentations, whether to staff or the City Commission, regarding the state of the Fort Lauderdale-Broward County Real Estate Market, (2) any and all reports as required under the RFP, (3) inventory of all City owned real estate and (4) assessment and strategic plan for disposition of City owned real estate or recommendations regarding real estate best practices, including management protocols, acquisition of software or qualifications, skills, experience, training of employees, or hiring practices for employees, vendors or subcontractors.

EXHIBIT “A”

RFP No. 975-11940

Solicitation 975-11940

Real Estate Brokerage Services

Bid Designation: Public



City of Fort Lauderdale



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

June 18, 2018

Colliers International South Florida, LLC
Attn: Ken Krasnow
200 Broward Blvd, Suite 120
Fort Lauderdale, FL 33301

SUBJECT: Renewal of Term Contract for Real Estate Brokerage Services, RFP 975-11940,
Amendment 1

Dear Mr. Krasnow:

The subject Contract will expire on August 31, 2018.

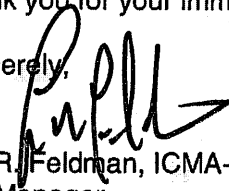
In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year effective September 1, 2018, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Lura Rogers at lrogers@fortlauderdale.gov by June 25, 2018.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,


Lee R. Feldman, ICMA-CM
City Manager

ACCEPTANCE

By 
Official Signature

Executive Managing Director
Title

June 20, 2018
Date

Solicitation 975-11940

Real Estate Brokerage Services

Bid Designation: Public



City of Fort Lauderdale

Bid 975-11940

Real Estate Brokerage Services

Bid Number 975-11940
 Bid Title Real Estate Brokerage Services

Bid Start Date Apr 7, 2017 4:46:25 PM EDT
 Bid End Date May 1, 2017 2:00:00 PM EDT
 Question & Answer End Date Apr 24, 2017 5:00:00 PM EDT

Bid Contact Hendry J Lopez
 Procurement Specialist I
 Finance / Procurement
 hlopez@fortlauderdale.gov

Pre-Bid Conference **Apr 13, 2017 12:00:00 PM EDT**
Attendance is optional
Location: City of Fort Lauderdale- City Hall
100 N. Andrews Avenue
8th floor, Conference Room
Fort Lauderdale, FL 33301

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide proposals for Real Estate Brokerage Services for Citywide use, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

All questions must be submitted in writing through the BidSync questions and answers section. BidSync will charge no fee on awards made by the City of Fort Lauderdale.

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

City of Fort Lauderdale
Real Estate Brokerage Services
RFP # 975-11940

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Real Estate Brokerage Services for the City's Manger's Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, meetings at other times will not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Hendry Lopez at (954) 828-5189 or email at hlopez@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to

the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.8 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.11.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to

procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.11.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.13 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website

http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.14 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Proposers shall be in the business of Real Estate and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer or principals shall have relevant experience in Real Estate and Brokerage services. Project manager assigned to the work must have experience as a real estate agent and/or broker and have served as project manager on similar projects.

2.16.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City

and performance evaluation for services, in making the award in the best interest of the City.

2.16.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.16.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.18 Local Business Preference

2.18.1 Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.18.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.18.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:
<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.21.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's

subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

- 2.21.3** Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.22 Proposal Security – N/A

2.23 Payment and Performance Bond – N/A

2.24 Insurance Requirements

- 2.24.1** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

- 2.24.2** The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

- 2.24.3** The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person, \$500,000 each occurrence
Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

2.24.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.24.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an “additional insured” for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

2.25 Award of Contract

A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City’s best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property – N/A**2.28 Safety – N/A****2.29 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.29.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.29.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Manufacturer/Brand/Model Specific Request – N/A**2.33 Contract Period**

The initial contract term shall commence upon date of award by the City or June 17, 2017, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.34 Cost Adjustments

Prices quoted shall be firm for the initial contract term of one year. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.35 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.36 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.37 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.39 Insurance for Collection of Credit Card Payments – N/A**2.40 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.41 Condition of Trade-In Equipment – N/A**2.42 Conditions of Trade-In Shipment and Purchase Payment – N/A****2.43 Verification of Employment Status – N/A****2.44 Service Organization Controls – N/A****2.45 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. PURPOSE

The purpose of this Request for Proposal (RFP) is to select a qualified Real Estate Brokerage firm to provide professional services related to real property assets owned by the City of Fort Lauderdale.

The selected firm will be responsible for assisting the City Manager's staff with brokerage services, which may include: (i) providing advice regarding property valuation, (ii) portfolio organization and analysis, (iii) strategic planning for property leasing and disposal, (iv) listing services for sale of City surplus property, (v) overseeing escrow for such sales and (vi) lease management. The deliverables may include valuation, marketing and strategic planning reports as specified in each task order that may be issued during the term of the agreement.

The City is looking for a firm with experience in the Fort Lauderdale market area in marketing, leasing and selling properties for owners with large portfolios of properties. The brokers of the firm to be assigned to this contract should have familiarity with laws and practices applicable to public agency real estate matters.

The successful proposer is referred to as the Contractor throughout this RFP.

02. BACKGROUND

The City, with its current broker on contract, manages a real estate portfolio of approximately 40 properties, some of which are used for City operations and services. The City desires to develop a strategic plan that inventories all City-owned vacant surplus and/or controlled property, its current use, and outlines recommendations for the best use of the property. The Contractor shall be responsible for identifying which properties have the most potential to generate revenue, through sale or leasing, proposed marketing strategies and timelines for appropriate action.

Further, the City desires for the Contractor to manage City leases with City as lessor and City license agreements.

03. SCOPE OF SERVICES

Upon award of the contract, the Contractor shall provide a review and assessment of all City-owned vacant and/or underutilized property, its current use, and recommendations for the best use of the property. This review and assessment should not include single-family lots. The City reserves the right to add or subtract parcels from their portfolio:

- A. The Contractor shall evaluate City-owned vacant and/or underutilized land; and as a result provide an assessment of revenue potential and recommendations and planning for expedited/streamlined disposition of that City-owned land.
- B. The Contractor is expected to produce a draft report, including a recommendation section for City review, by no later than one hundred and twenty (120) days after the commencement of the contract. The report should summarize the costs and potential revenue associated with

the sale of each property; state goals as they relate to the City; identify properties which present an opportunity as they are determined to be underutilized or surplus to City needs and present a specific plan of action to meet the City's goals of revenue generation. In accordance with Florida Statute 166.0451, the report shall identify all real property that is appropriate for use as affordable housing. The final report will reflect City comments and be produced within one hundred and eighty (180) days of commencement of the contract. Recommendations made by the Contractor, at any time during the creation of the strategic plan, may be brought to the City and, if approved, be assigned as a project. Such projects should be identified within, and will count toward, the fulfillment of the goals of the strategic plan.

- C. The Contractor will also identify best practices related to public sector real estate portfolio management that would be beneficial to the City in the ongoing management of its real estate assets. Such practices may include digital applications made available to the City to accurately review the inventory of City-owned property.
- D. All real estate transactions are to be processed with approval of the City and in accordance with applicable rules, regulations, ordinances, and City Charter of the City of Fort Lauderdale.
- E. In all matters concerning the above Section A, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the sales transaction proceeds
- F. The Contractor shall include, in response, proposed commission percentage. All sales commission to be paid by the buyer.

1) Through the term of the contract, the Contractor, under the direction and control of the City:

- The Contractor shall provide quarterly updated reports of all identified City-owned surplus and under-utilized sites, including escheated properties; and Contractor shall continue to prioritize opportunities for utilization or disposal, identifying which have the greatest opportunity to maximize revenue to the City in the shortest period of time.
 - The Contractor shall manage all City leases with City as lessor and all City license agreements. The Contractor shall be required to immediately report to the applicable City staff when the party in contract with the City is in violation of respective agreement.
 - The Contractor shall handle marketing of properties for sale or lease including providing updated and accurate listing information on the City's website.
 - All lease matters are to be processed with approval of the City and in accordance with applicable rules, regulations, ordinances, and City Charter of the City of Fort Lauderdale.
 - In all matters concerning this Section, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the percentage of lease costs.
- The Contractor shall include, in response, proposed lease cost percentage.

- The Contractor shall include, in response, their hourly rate of advisory services where a Commission will not be earned.
- The Contractor team should include experts in:
 - a. Commercial and Industrial Development
 - b. Hospitality Industry
 - c. Multi-family and Condominium Industry
 - d. Marina Industry
- The Contractor shall periodically, but no less than two times per year, and at mutually agreed upon dates, present to applicable staff the current state of the City of Fort Lauderdale real estate market. The presentations will serve the purpose of highlighting local real estate trends and forecasts.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person

or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

4.1.6 One original and two copies plus five electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

a. Proposal Certification

Complete and attach the Proposal Certification provided herein.

b. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

c. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

d. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section

e. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

f. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<u>ABILITY TO MEET OBJECTIVES</u>	
Understands the scope of the project	10%
Percent Sales Commission to Contractor	20%
Percent Lease Cost to Contractor	20%
Hourly rate for advisory services where a Commission will not be earned	15%

References, Past Performance, Staff Experience, Experience of the Firm, Firms Resources and Facilities	25%
Problem identification and the proposed method to accomplish the work required.	10%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. Proposed commission percentage as defined in Section III _____ %
2. Proposed lease cost percentage as defined in Section III _____ %
3. Hourly rate for advisory services where commission is not earned \$ _____
(The estimated number of hours the city expects to utilize these services is 500 hours per year. The hours may vary depending on the need of the city.)

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Submitted by:

Name (printed)

Signature

Date

Title

ARTICLE VIII. - PUBLIC PROPERTY

Sec. 8.01. - Sale of personal property; procedure; public notice.

Personal property belonging to the city shall not be sold, except where competitive bidding conditions have been maintained. Where the value of the personal property exceeds five thousand dollars (\$5,000.00), same may not be sold except after public notice to bidders by publication. The sale shall be made to the highest and best bidder for cash, and no personal property shall be sold on terms. The provisions of this section shall not apply in instances where depreciated personal property is traded in on new equipment, bought by the city, but in such instances the amount allowed for personal property traded in on new equipment purchased must be definitely specified in the bid.

Sec. 8.02. - Sale of public lands and of public property to public bodies.

City of Fort Lauderdale is hereby authorized and empowered to enter into contracts with and to sell, alienate, exchange, give, grant or convey to United States of America or any of its departments or agencies, State of Florida or any of its counties, districts, subdivisions or agencies, or to any public body, any public places or any public property, real or personal, now owned by said City of Fort Lauderdale or hereafter acquired, to be used by such public body or agency for a public purpose, or make improvements upon public property used for a public purpose, under the following conditions, to-wit:

- (a) The city commission shall first adopt a resolution determining and declaring its intention to sell, alienate, give, exchange, grant, or convey certain public property to a designated public body, or make improvement to public property, and such resolution shall particularly describe the public lands, public property, improvements or places intended to be conveyed or improved, the purchase price to be paid, if any, the public purpose for which such land or such property will be used by the grantee, and other details of the sale, and designate a day not less than thirty (30) days after the adoption of such resolution, on which a public hearing will be had before the city commission upon such proposal.
- (b) If any public property intended to be sold, alienated, given away, granted or conveyed to any other public body is encumbered by any bonds or obligation for which such property or the revenue derived therefrom is specially pledged, provision must be made in the proposal and plan to simultaneously discharge and pay the obligations for payment of which such lands or revenues derived therefrom are specially pledged.
- (c) Such resolution shall be published in full in two (2) issues of a newspaper published in said city with the first publication not less than ten (10) days before such public hearing and the second publication one (1) week after the first publication.
- (d) At the time designated for a public hearing, the terms of the proposal and the use of the property shall be explained to the public and opportunity given for citizens and taxpayers to be heard upon such proposal.
- (e) At such meetings, or any designated adjourned meeting, the city commission shall pass another resolution either confirming or repealing the resolution previously adopted, or confirming the previous resolution with amendments or additions. If the previous resolution is confirmed in its original form, or with amendments or additions, such confirming resolution shall direct the proper city officials to execute and deliver deed of conveyance under the terms and conditions set out in the resolution as confirmed.
- (f) The provisions of this section to the contrary notwithstanding, the city may sell (for fair market value) or trade (for like value) surplus stock of supplies or equipment belonging to the city to another governmental entity by any procedure as may be established under the "Purchasing Ordinance of the City of Fort Lauderdale" [Code ch. 2, art. V, div. 2].

Sec. 8.03. - Acquiring right-of-way for purpose of conveying same to a public body.

City of Fort Lauderdale is hereby authorized and empowered to give, grant and convey to the State of Florida and its political subdivisions or agencies, or the County of Broward, for right-of-way purposes, any lands owned by the city or lands acquired by the city for the purpose of conveying same to a public body, and to enter into contracts with such public body providing for the acquisition or conveyance of any of such lands or public property by the city; and to expend public moneys of the city and exchange public property of the city with private persons in acquiring or conveying needed right-of-way, removing utility installation, furnishing easements and making improvements upon public property, under such terms and conditions as the city commission by resolution may prescribe. The power herein granted is in addition to the authority elsewhere granted herein and the exercise of same is not limited or restricted by the procedure provided in section 8.02 above. The provisions of this section shall apply only to conveyances and expenditures for public road purposes within the corporate limits.

Sec. 8.04. - Sale of real property to private persons, firms or corporations.

City of Fort Lauderdale is hereby authorized and empowered to sell any public lands and improvements thereon, title to which is vested in City of Fort Lauderdale, to any private person, firm or corporation (other than a public body) under the following conditions, to-wit:

- (a) *Resolution declaring property not needed for public use.* The city commission shall adopt a resolution at a regular meeting of the city commission particularly describing the land by metes and bounds, reference to a recorded plat or government survey, its location by street number, if any there be, a description of all improvements located upon the land, and shall declare how said land has been used since same has belonged to the city, why it is desirable to sell same, and that the city does declare and determine that it is for the best interests of the city that such lands and facilities be sold. The resolution declaring that such lands be sold shall state whether the sale shall be made for cash or terms. Where the value of the land is determined by the city commission to be less than ten thousand dollars (\$10,000.00), the sale shall be for cash. Where the value of the land is determined by the city commission to exceed ten thousand dollars (\$10,000.00), the city commission may sell same for twenty-five (25) percent cash and the balance upon terms, with installments due yearly, not exceeding ten (10) years, with interest to be determined by the city commission. The city shall sell, without competitive bidding, to the party making the best offer, but the city may reject any and all offers at any time. Offers shall be accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the offer. In no event shall the sale be for less than seventy-five (75) percent of the appraised value of the property as determined by the city commission.
- (b) *Notice; offers.* Within seven (7) days after the adoption of the resolution, it shall be published by the city in one (1) issue of the official newspaper. Offers shall be accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the offer.
- (c) *Protests.* During the period intervening between the adoption of the resolution and the date of sale, taxpayers and registered electors of the city may protest or object to the sale, or propose other public uses for the said property, and the city commission may rescind its former action and repeal the resolution declaring the property should be sold, if it deems same expedient and proper.
- (d) *Authority to sell; cemetery lots excepted.* Subject to the foregoing provisions, City of Fort Lauderdale is hereby empowered to sell and dispose of any lands, improvements, public buildings, recreational parks and other lands now owned or hereafter acquired by said city, and in the deed of conveyance may place such conditions, limitations and restrictions on the use of such property by the purchasers as to the city commission shall seem proper. The above restrictions as to sale of public property shall not apply to sale of municipal cemetery lots, which are subject to rules and regulations governing same.
- (e) *Resolution accepting offer and authorizing conveyance.* At any regular meeting after publication of the resolution as heretofore provided in paragraph (b), the city commission may adopt a resolution accepting the best offer and authorizing the execution of a deed of conveyance; provided that if such property is encumbered by any bonds or obligations for which such

property or the revenue derived therefrom is specially pledged, the purchase price must be sufficient to pay and discharge such bonds or obligations according to the terms thereof.

- (f) Notwithstanding the provisions of this section or other provisions of this article, City of Fort Lauderdale shall have the right to exchange, deed or convey portions of publicly owned lands, or grant concessions, leases or rights therein to private persons, in consummating a transaction whereby City of Fort Lauderdale acquires property needed in connection with a public improvement or a public use.
- (g) The City of Fort Lauderdale is hereby authorized to pay a real estate commission to any registered real estate broker, licensed to do business in the State of Florida, who negotiates and procures a purchaser or tenant for any real estate sold or leased by the City of Fort Lauderdale. Such real estate commission shall only be paid, however, on the consummation of such sale or lease, and the commission paid shall in each instance be determined by the city commission based upon what it believes to be a fair and equitable commission for the service to be rendered.

Sec. 8.05. - Leases for not more than one year.

- (a) The City of Fort Lauderdale is hereby empowered to lease or grant concessions for a period not exceeding one (1) year in any public property, upon a majority vote of the city commission, or by or through any board, commission, officer, manager or city manager designated by ordinance to do so. Included in properties which may be leased are airports and airport property, public recreational facilities, golf courses, tennis courts, recreational halls, stadiums, football fields, baseball fields, playgrounds, public beaches, swimming pools, fishing piers, yacht basins, docks and wharves; and the list enumerated is not exclusive but merely indicative of the class of public property deemed to be operated in a proprietary capacity. The provisions of this section shall also be applicable to leases to civic or charitable organizations, public nonprofit corporations, and like organizations, not exceeding one (1) year.
- (b) Any and all leases of one (1) year or less previously entered into by the City of Fort Lauderdale with any civic or charitable organizations, public nonprofit corporations, or like organizations are hereby ratified and confirmed.

Sec. 8.06. - Leases at Bahia-Mar.

Leases for the city property known as Bahia-Mar may be negotiated by the city commission without the necessity of public bid; provided, however, that no such lease shall be for an initial term longer than fifty (50) years. Extensions of or amendments to such leases may likewise be negotiated without necessity of public bid; provided, however, that no such extension or amendment shall be for an additional term longer than fifty (50) years beyond the original termination date of the lease which is to be extended or amended. The provisions of this section are notwithstanding the limitations provided in sections 8.05 and 8.09.

Sec. 8.07. - Leases with governmental entities or agencies for governmental purposes.

The City of Fort Lauderdale is hereby empowered to lease to other governmental entities or agencies for governmental purposes, for periods of not more than fifty (50) years, any property of the city, without the necessity for submitting the same to competitive bidding, upon such terms and conditions as the city commission shall by resolution determine. Any and all such leases previously entered into by the City of Fort Lauderdale are hereby ratified and confirmed.

Sec. 8.08. - Leases of parking spaces in parking facilities owned or operated by the city.

Notwithstanding anything herein to the contrary, the city is hereby empowered to lease or concession, by negotiation and without competitive bidding, to private persons firms or corporations for nonpublic purposes, parking spaces in parking facilities owned or operated by the city, for a period of not more than fifty (50) years.

Sec. 8.09. - Leases for more than one year and not more than fifty years.

City is hereby empowered to lease or concession to private persons, firms or corporations, for nonpublic purposes, any lands, improvements, public buildings, recreational parks or facilities, golf courses, public beaches, public utility plants, or any public works or public property of any kind including air space over public property owned or operated by the City of Fort Lauderdale, and not needed for governmental purposes, whether used in a governmental or in a proprietary capacity, for a period of not more than fifty (50) years, plus such length of time, not to exceed five (5) years, determined by the city commission to be reasonably necessary to complete construction of the improvements proposed for the demised premises by such persons, firms or corporations. Each lease shall be authorized only after public hearing, under authority of a resolution duly adopted at a meeting duly held at a designated adjourned meeting, under the following conditions, to wit:

- (a) One (1) of the conditions for leasing such public property may be obligations of the lessee to construct thereon buildings or improvements to be used in connection with an existing facility, or to construct improvements on said property, if same is vacant, and in a manner not detrimental or harmful to the operation of the proposed facility. In no event shall the fee title of the city be subordinated except upon terms and conditions as approved by the city commission.
- (b) The city commission shall adopt a resolution at a regular meeting of the city commission specifying the facility to be leased, described by metes and bounds, or by reference to a recorded plat, if any, and giving its location by street number, if any, and a description of all improvements located upon the land, and shall declare how said land and improvements have been used since same have belonged to the city and the reasons for offering such land and improvements for lease.
- (c) At any time, not less than thirty (30) days nor more than sixty (60) days, after the adoption of such resolution the land and improvements shall be offered upon competitive conditions for lease as desired and a notice shall be published by the city in the official newspaper for two (2) issues prior to the date set for receiving such bids for lease, with the first publication not less than ten (10) days before said date of receiving bids and the second publication one (1) week after the first, on which date sealed bids shall be received by the city commission for the lease of said publicly owned lands and facilities. The sealed bids must be accompanied by cash, cashier's check or certified check payable to the city in an amount equal to at least ten (10) percent of the first year's rental. The city commission, in offering such public property or public owned facility for lease, shall set out in said resolution and notice such terms and conditions as deemed pertinent under which said facility will be leased and the number of years for which said facility shall be leased. The city commission shall consider any and all proposals and accept the proposal which, in its judgment, shall be the most advantageous lease for the city; but the city commission may reject any and all bids. Upon the city commission approving any proposal submitted as provided herein, said proposal shall be accepted by resolution duly adopted, authorizing preparation of the lease, provided a valid referendum petition has not been filed. If before the day advertised for receiving bids for lease of such property, a referendum petition is filed with the city clerk signed by fifteen (15) percent of the registered voters, demanding a referendum election upon the question of leasing such property, no lease shall be executed by the officials of the city until after approved by a majority of the voters participating in such referendum election. Such referendum election shall be called and held as provided in this charter.
- (d) The resolution accepting the bid shall require the preparation of a form of lease for execution, embodying the terms and conditions of the bid and other legal requirements, for submission to the commission at its next regular meeting or at a designated meeting. At least three (3) days before the meeting date, the lease shall be posted on a public bulletin board by the city clerk and each commissioner shall be given a copy of the lease with a covering summary letter, providing, however, that in case of emergency, such procedure may be waived by the affirmative vote of three (3) of the commissioners. The city attorney or city manager shall be required to give a summary of the lease to the public at such meeting which shall be open to the public. Citizens and taxpayers shall have an opportunity to object to the terms and conditions of

such lease. If the commission is satisfied with the terms and conditions of such lease, it shall pass a resolution authorizing execution of such lease by the proper officials of the city, upon compliance upon the part of the lessee. Amendment to such lease may be made from time to time by mutual consent, observing the same formality as in the original lease.

Sec. 8.10. - Fort Lauderdale Executive Airport (Prospect Field).

Notwithstanding any provision herein to the contrary, relative to the requirements of leasing city owned property, the city commission acting through the city manager shall have the power to negotiate any and all leases of land within the city owned airport known as Fort Lauderdale Executive Airport (Prospect Field); provided, however, that the following conditions are fulfilled: (a) No lease shall be for a term longer than ninety-nine (99) years; (b) the lessee pursuant to the requirements of the lease shall be required to construct suitable improvements on the leased premises that will be of such a nature that they will aid in the development of said Fort Lauderdale Executive Airport (Prospect Field), or that portion of it available for such development, as an industrial center; (c) a general plan for the development of such site for an industrial center shall first have been adopted by resolution of the city commission, although this requirement shall not prevent subsequent amendments of such plan; and (d) the city manager certifies to the city commission and the city commission by resolution declares that the leasing of the property is in the best interests of the city and the development of the said industrial center and is the most advantageous lease that the city can make at the time of the area involved. No advertising or solicitation for public bid shall be required in connection with such leases; provided, however, that at least once every three (3) years, and within two (2) months before or two (2) months after, the start of the applicable third fiscal year, there shall be a public hearing held after a resolution calling for same and the advertising of said public hearing in the manner prescribed by section 10.03 of the charter, at which public hearing, or some adjournment thereof, the city commission shall publicly determine and publish in the minutes of said meeting, the following:

- (a) The minimum rent or rent per acre or per parcel of property that may be accepted in the aforesaid negotiations, which minimum may include the payment of a brokerage commission.
- (b) The amount of brokerage that may be paid and the procedures and standards that will govern the payment of brokerage commission, which payment is hereby authorized.

No lease shall be effective unless the aforesaid public hearing and the action above required shall have taken place prior to the adoption by the city commission of a resolution accepting the terms of any such negotiated lease.

Nothing herein shall prohibit the holding of such public hearings, more frequently than the time above prescribed. Any such other public hearing shall be held pursuant to the above requirements, except as to the time of holding same; and the same action, as above set forth, shall be required as a result of any such hearing.

(Ord. No. C-85-40, § 3, 5-7-85)

Sec. 8.11. - Sale of real property at Fort Lauderdale Executive Airport (Prospect Field).

Notwithstanding any provision herein to the contrary relative to the requirements of selling city owned property, the city commission shall have the power to negotiate by conclude sales of land within the city owned airport known as Fort Lauderdale Executive Airport (Prospect Field), without the necessity of putting the same out to competitive bidding, upon such terms and conditions as the city commission shall by resolution determine.

Sec. 8.12. - Leases of Shops in Central Business District Parking Garage.

Notwithstanding any provision in this charter to the contrary, leases of the city property known as Shops in Central Business District Parking Garage may be negotiated by the city commission acting

through the city manager without the necessity of public bid; provided, however, that no such lease, or any extension of or amendment to same, shall be for a term longer than twenty (20) years.

Sec. 8.13. - Leases to civic and charitable organizations.

City of Fort Lauderdale is hereby authorized to lease to civic organizations, charitable organizations, public nonprofit corporations and like organizations, any public lands, improvements, buildings, recreational parks and areas or other public places, now owned or hereafter acquired by the city, for a period exceeding one (1) year but not exceeding fifty (50) years, to be used by such lessee for purposes consistent with the public good, where such use will not conflict with use by the public of other portions of public land adjacent thereto, under the following conditions:

- (a) The city commission shall first adopt a resolution declaring its intention to lease to a named civic or charitable organization, nonprofit corporation or like organization, a definitely described property or portion thereof, which resolution shall state the reasons why the city commission believes such lease should be made, the purpose for which such public property will be used by the lessee, the compensation, if any, to be paid for the lease, and other information calculated to advise taxpayers and electors of the nature of the lease. Such resolution shall designate a day, not less than thirty (30) days after the adoption of such resolution, when a public hearing will be had before the commission upon such proposal.
- (b) If the property intended to be leased is encumbered by any bonds or obligations for which such property or revenue derived therefrom are specifically pledged, provisions must be made in the proposal to discharge or satisfactorily comply with the requirements of the pledge.
- (c) At any time, not less than thirty (30) days nor more than sixty (60) days, after the adoption of such resolution, a public hearing shall be had before the city commission upon such proposal to lease, and a notice shall be published by the city in the official newspaper for two (2) issues prior to the date set for considering such proposal, with the first publication not less than ten (10) days before said date of hearing. The city commission in offering said publicly owned facility or public lands for lease shall state in said resolution and notice such terms and conditions as deemed pertinent under which said facility will be leased and the number of years for which said facility shall be leased.

If before the day, fixed for such public hearing, a referendum petition is filed with the city clerk signed by fifteen (15) percent of the registered voters, demanding a referendum election upon the question of leasing such property, no lease shall be executed by the officials of the city until after approval by a majority of the voters participating in such referendum election. Such referendum election shall be called and held as provided in this charter.

At least three (3) days before said public hearing date, a copy of the proposed lease shall be posted on a public bulletin board by the city clerk and each commissioner shall be given a copy of such proposed lease together with a covering summary letter; providing, however, that in case of emergency, such procedure may be waived by the affirmative vote of three (3) commissioners. Citizens and taxpayers shall have the opportunity at such public hearing to object to the execution, form or conditions of such proposed lease. If the commission is satisfied with the terms and conditions of the proposed lease, and if no persuasive objections are voiced at such public hearing, the commission shall pass a resolution authorizing the execution of such lease by the proper officials of the city subject to the approval by the city attorney prior to its execution by the proper city officials.

Sec. 8.14. - Form and execution of leases.

All leases shall be for a definite period of time, shall be in writing, executed in duplicate, with one (1) copy retained by the City of Fort Lauderdale. The form of lease shall be approved by the city attorney. Such leases shall be signed by the officers of the city designated by charter to sign same, except that leases or concession rights for a period of not exceeding one (1) year may be signed in the name of the city by the city manager, manager of the concession, or other officer designated to do so.

Sec. 8.15. - Granting franchises.

The city commission may by ordinance, after public notice and public hearing, grant a franchise to any individual, company, firm or corporation to exercise public functions in the city and to construct and operate any and all public utilities in the city and in, under, or over the streets and public places in the city and to use such public property in connection therewith; but no such grant or franchise or renewal thereof shall be for a longer period than thirty (30) years. No such grant or franchise shall be exclusive. All franchises or grants or rights to make extension of any public utility shall be subject to such terms and conditions as the city commission shall impose. Such franchise or grant shall be evidenced by an agreement in writing, executed in duplicate, with a copy recorded in the public records of the county, or by ordinance duly enacted by the city commission and a certified copy recorded in the public records of the county. All such individuals or corporations performing functions under such franchise shall be liable for damages occasioned by acts, negligence or injuries to the rights of others, and the city shall not be liable therefor. Franchises may be amended by mutual consent with the same formality.

Sec. 8.16. - Rates to be charged.

Where the rates to be charged by any utility company are regulated by the public service commission, or successor, the city commission shall have no power to fix such rates, but when not so regulated, the grant, agreement or franchise shall provide that the rates to be charged at all times shall be under the supervision, direction and control of the city commission, and no rate shall be in effect unless same is approved by the city commission; provided the rate allowed shall be sufficient to insure a reasonable return on the investment.

Sec. 8.17. - Conditions of grant or franchise.

The city commission shall in the written franchise agreement or in the ordinance granting or renewing any franchises to construct and operate a public utility or to use public property, prescribe the amount of money, fees, percentage of gross income and consideration which shall be paid for such franchise, the kind and quality of use, service or product to be furnished, the manner in which public streets and public places shall be used and occupied, and other terms and conditions conducive to the public interest. All such grants and renewals thereof shall reserve to the city the right to terminate the same upon purchase by the city of the property and property rights of the utility and the extensions thereof within and without the city, used in or useful in or connected with such utility and including all contracts for service or motive power fairly and reasonably made in good faith by the utility, at a price either fixed in the ordinance or agreement or to be fixed in the manner provided in the ordinance making the grant or renewal of the grant. Nothing in such ordinance shall prevent the city from acquiring said property of any such utility by condemnation proceedings, or in any other lawful manner; and all such methods of acquisition shall be alternative to the power to purchase reserved in the grant or renewal thereof as herein provided. Upon the acquisition by the city of the property of any utility by purchase, condemnation, or otherwise, all franchises, grants or renewals shall at once terminate.

Sec. 8.18. - Assignments of grants.

No such grant or franchise, or renewals thereof, shall be leased, assigned, or otherwise alienated, except with the consent of the city commission expressed by ordinance, and evidenced by a written assignment and consent to same, recorded in the public records of Broward County, Florida.

Sec. 8.19. - Right of regulation.

All grants shall be subject to the right of the City of Fort Lauderdale, whether in terms reserved or not, to control at all times the distribution of any space in, over, across or under all streets, alleys, public grounds or other public places, occupied by public utility fixtures, and when, in the opinion of the city commission, the public interest so requires to cause such fixtures to be reconstructed, relocated, altered or discontinued at the expense of the holder of the franchise; and said city shall at all times have the power to pass all regulatory ordinances affecting such utilities which, in the opinion of the city commission, are required in the interest of the public health, safety, welfare or accommodation.

Sec. 8.20. - General provisions.

Nothing in this charter contained shall operate in any way, except as herein specially stated, to limit the city commission in the exercise of any of its lawful powers, respecting public utilities, or to prohibit the city commission from imposing in any such grant such further restrictions and provisions as it may deem to be in the public interest, provided only that the same are not inconsistent with the provisions of this charter or the Constitution of the State of Florida.

Sec. 8.21. - Disposing of public property.

The right of the city to sell, exchange, lease, franchise or deed public property, under the methods and procedures provided in this article, shall not be limited, restricted or abridged on account of the method, source or means by which such property was acquired, the source from which funds were obtained to acquire such property, the use to which this property has been devoted or is presently devoted, or whether such property is used and operated in a governmental or proprietary capacity.

Notwithstanding anything to the contrary in this Charter, the city shall not sell, transfer, or lease for more than one (1) year, any land zoned park in accordance with the City's Unified Land Development Regulations without a unanimous vote of the entire city commission. Additionally, any land zoned park on November 10, 2004, shall require a unanimous vote of the entire city commission to remove such designation.

([Ord. No. C-04-36, § 1, 9-13-04](#))

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

-

N/A

N/A

N/A

N/A

N/A

N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

SIGNATURE _____

5

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)

Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)

Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)

Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

NAME

SIGNATURE

DATE

3

6

4

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☒ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSINC you must also click the "Take Exception" button.**

5

6

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Ken Krasnow

Name (printed)

Signature

Date:

Title

Executive Managing Director & Market Leader

Question and Answers for Bid #975-11940 - Real Estate Brokerage Services

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Apr 24, 2017 5:00:00 PM EDT

Real Estate Brokerage Services

OPEN DATE: APRIL 7, 2017 | DUE DATE: MAY 1, 2017

RESPONSE TO RFP # 975-11940



CITY OF FORT LAUDERDALE

PREPARED BY:
Kenneth Krasnow
Executive Managing
Director & Market
Leader | South Florida

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APPENDIX

- A. Team Resumes
- B. Firm License
- C. Government Services Group Brochure
- D. Affordable Housing Group Brochure

4.2.2 EXECUTIVE SUMMARY

On behalf of Colliers International South Florida, LLC (Colliers), we appreciate the opportunity present our qualifications for consideration by the City of Fort Lauderdale (the City) for the scope of work in Bid 975-11940, Real Estate Brokerage Services.

One way to describe our services simply is: We analyze and optimize. In short, we look forward to the opportunity to partner with the City to first fully understand the goals and operational drivers and then deliver customized real estate advisory and services in the shared pursuit of these goals. In our response, we have endeavored to illustrate the dedicated team and process-driven disciplines that will guide our understanding, accountability and results every step of the way.

Our value proposition and key elements for the City can be summarized as follows:

> *Strong Colliers South Florida Footprint*

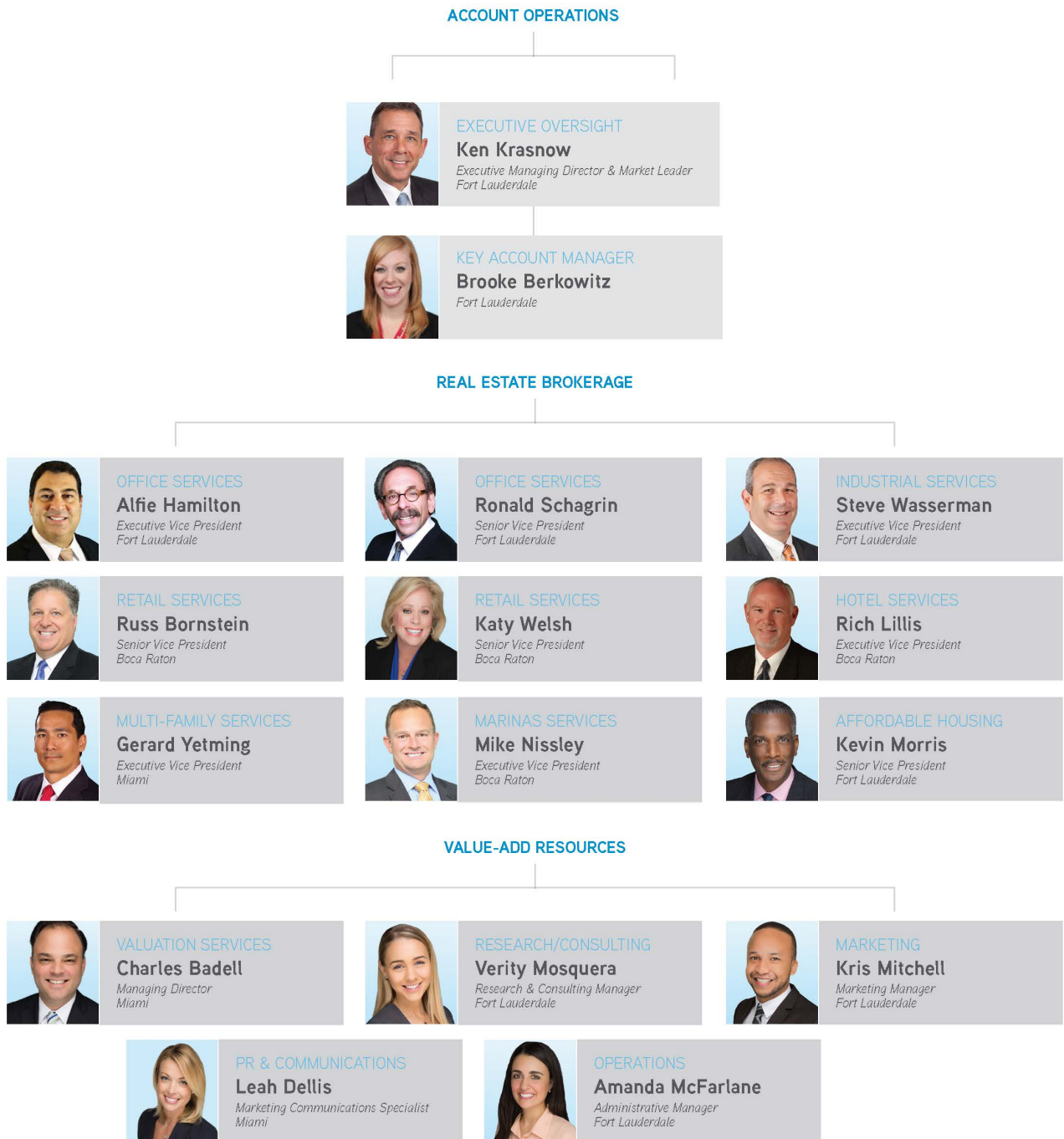
- With five South Florida offices (Palm Beach, Boca Raton, Fort Lauderdale, Plantation and Miami), Colliers International South Florida, LLC plans to draw upon the shared resources from all offices but service this mandate directly out of our Fort Lauderdale headquarters, located at 200 East Broward Boulevard – *see table below*.
- Colliers International South Florida, LLC is registered as a legal entity in the State of Florida. Key licensing information may be found in Required Forms.
- Additional details on our office background and firm overview can be found starting on page 4.

Colliers International South Florida, LLC	
Address:	200 East Broward Boulevard Suite 120 Fort Lauderdale, FL 33301
Contact:	Kenneth M. Krasnow, Executive Managing Director & Market Leader
Telephone:	+1 954 652 4600 Fax: +1 954 652 4637
E-mail:	ken.krasnow@colliers.com
Website:	www.colliers.com or www.colliers.com/southflorida

> *Integrated Services Project Team with a Single Point of Contact*

- Each Colliers team member brings unique specialization and experience to form an integrated solution that adds up to something more than the sum of its parts. The single point of contact or Key Account Partner will be supported by a team of senior brokerage professionals and

value-added services lines to provide holistic property solutions for the City's diverse portfolio. All are an integral part of the City project team and will ensure the project's execution is aligned with the City's strategic and operational goals.





- > *Specialized Experience in the Government Real Estate Sector*
 - Colliers understands that government and public sector procedures for acquiring, managing and disposing of real property can be subject to layers of regulations, policy, legislation and special orders. Our Government Solutions Group has proven expertise in charting a clear path of successful execution for clients and will leverage our shared services and diverse global platform to deliver value for the City as well.

- > *Specialized Experience in Affordable Housing*
 - Colliers' Affordable Housing Group is regarded as one of the industry's leading HUD, LIHTC, and Affordable multifamily investment groups in this highly specialized asset class and will apply this expertise to our work with the City. Our team has extensive hands-on experience in the sale of LIHTC and multifamily properties with Project Based Section 8, HUD Insured debt, state agency financed and value-add subsidies.

- > *Personalized, Local Expertise with the Backing of a Global Service Powerhouse*
 - Our core project team has roots in the Fort Lauderdale community, with deep relationships and deal-making expertise in the same region which we call home. Backed by the the large-scale resources, integrated platform, relevant multi-market experience and footprint of a global leader, our local project team has a firm understanding of evolving trends in South Florida real estate and the relationships essential to provide optimal results for the City.

- > *Competitive and Transparent Fee Structures*
 - The opportunity to partner with the City of Fort Lauderdale is a top priority to Colliers. Our competitive pricing structure reflects this but still allows us to provide senior-level talent and outstanding services and resources to exceed the City's expectations.
 - Full details on proposed fee structure may be found on our Cost Proposal on page 26.

- > *Agility and Implementation Timeline*
 - Our Colliers team is available to mobilize immediately. For many clients, we begin due diligence immediately upon verbal award of contract and – recognizing the importance of excellent communications and reporting - make earnest efforts to introduce the project team and key client stakeholders prior to kick-off.
 - Our proposed timeline begins on Page 11, Approach to Scope of Work.



4.2.3 EXPERIENCE AND QUALIFICATIONS

FIRM OVERVIEW

- ***Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information.***

Colliers International Group Inc. (NASDAQ: CIGI; TSX: CIG) is a global leader in real estate services, committed to accelerating the success of the City of Fort Lauderdale through the strength and depth of our local specialists, a culture of service excellence and a shared sense of initiative. We are the third-largest global real estate firm based on total annual revenue of \$2.6 billion.

2016 Statistics: Global

- > **396** offices
- > **68** countries
- > **15,000** professionals and staff
- > **2** billion square feet under management
- > **72,000** lease/sale transactions
- > **\$105** billion in total transaction value

2016 Statistics: South Florida

- > **5** offices
- > **3** counties
- > **130** professionals and staff
- > **5.5** million square feet under management
- > **331** lease/sale transactions
- > **\$772** million in total transaction value

On the local level, Colliers International South Florida proudly employs 130 professionals that live in the very same South Florida communities where we provide our services. This is currently comprised of 46 brokerage professionals, 19 support professionals (marketing, research, consulting, IT), four valuation professionals and a team of 59 Real Estate Management (REMs) or Property Management professionals. There are leadership roles in each of the five South Florida offices, with two designated management roles.

Please refer to Appendix B for information on our firm license.

- ***Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated.***

As a global entity, our firm has been in operation more than 118 years. We proudly trace our roots back to a local firm founded in 1898, when Macaulay Nicolls, a real estate insurance agency was registered in Vancouver, BC. Macaulay Nicolls soon added a partner and became Macaulay Nicolls Maitland. In the early 1980s, it joined forces with Colliers International, an Australian firm founded in 1976. Colliers was established in the U.S. in 1978. Today, we hold on to those local roots and have steadily grown our business through customized client solutions, global and regional accountability for our clients, and innovation.

On the local level, Colliers International South Florida, LLC was formed in 2015, bringing together some of the region's most experienced and savvy commercial real estate professionals to service the changing needs of the South Florida property landscape.

- **Indicate business structure, i.e.: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc.**

Colliers International South Florida, LLC is registered as a legal entity in the State of Florida.

Colliers International South Florida, LLC	
Address:	200 East Broward Boulevard Suite 120 Fort Lauderdale, FL 33301
Contact:	Kenneth M. Krasnow, Executive Managing Director & Market Leader
Telephone:	+1 954 652 4600 Fax: +1 954 652 4637
E-mail:	ken.krasnow@colliers.com
Website:	www.colliers.com or www.colliers.com/southflorida

Please refer to Appendix B for information on our firm license.

- **Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation.**

As one of the world's largest real estate service providers, Colliers is in a unique position to have a dramatic, positive impact on the environment while generating significant competitive advantage for our clients. Some of our initiatives include:

- > **Professional Knowledge Development:** To help our professionals generate sustained economic and ecological value for our clients and investors, we actively support them in their knowledge development. Colliers University offers more than 15 classes focused on sustainability and green building and has coached many of our professionals on achieving LEED® Accredited Professional and LEED® Green Associate status.
- > **Client Support & Implementation:** We offer our owner and landlord clients assistance with the greening of their properties, including assistance with LEED® Certification, property management and marketing the benefits of sustainability to potential investors and occupiers. We help tenants select spaces that are aligned with their environmental, social and economic goals, including cost savings, efficiency, employee wellness and productivity.

- Local Fort Lauderdale Property Management initiatives include:
 - > Janitorial program using more than 50% environmentally-friendly cleaning products
 - > Energy modeling and analytics platform to forecast and adjust energy spending
 - Exterior lighting operated by photocells
 - > Interior lighting on occupancy sensors and using energy-efficient bulbs
 - Water efficiency in restrooms controlled by hands-free, battery-powered faucets and Dual Flush Water Saving Flush-o-meters
 - > Car charging stations for sustainable transportation
 - > Comprehensive recycling programs to manage everything from paper to lightbulbs
- > **Leadership in Sustainability:** Colliers is also the first and only commercial real estate services provider to be a founding partner of the World Green Building Council and the Regenerative Network. Additionally, we support national councils such as the US Green Building Council, in markets across the globe. Colliers has also been instrumental in forming new national Green Building Councils around the world, and serves as ambassador and advisor for these organizations.

PROJECT TEAM

- ***Proposer or principals must demonstrate relevant experience in Real Estate & Brokerage services.***

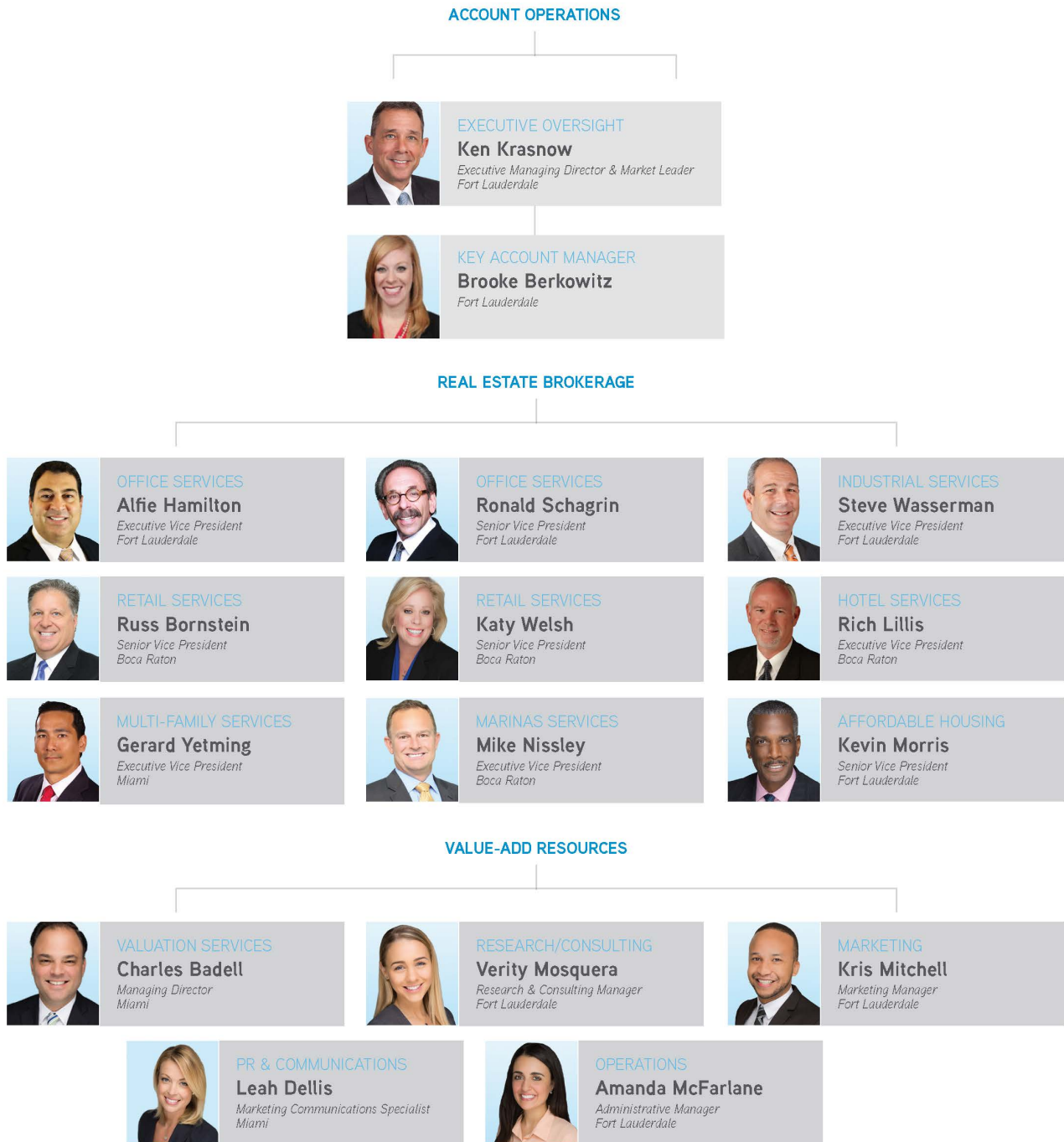
Our firm has assembled a senior-level, multi-disciplined team that will provide the strategic guidance and services necessary to support the real estate and operational goals of City of Fort Lauderdale. Comprised of Brokerage professionals across various property types – **Office, Industrial, Retail, Hospitality, Multi-family, Marina and Affordable Housing** – the core transaction team will also have the added depth of experienced individuals in **Valuation, Research/Consulting, Marketing, Public Relations and Operations**. Full team member resumes may be found in Appendix A.

Acting as the City's primary point of contact will be **Key Account Manager** Brooke Berkowitz*, who has proven experience leading strategic accounts within the public sector, including work directly with the City of Fort Lauderdale. As a fully-dedicated resource to the City, the Key Account Manager works closely with the full Colliers team to custom-tailor a set of integrated services selected from the firm's range of business lines. This approach allows Colliers to streamline communications and for the City to benefit from the most responsive, customized and nimble real estate solutions.

Colliers Market Leader Ken Krasnow brings more than 30 years of acclaimed expertise in the commercial real estate industry and will be providing **Executive Oversight** to the account, including resource allocation, to ensure the City receives the highest quality real estate services.

* **TRADE SECRET:** *We are in discussion with Brooke Berkowitz to hire as part of the Colliers team. We ask that this be removed from any public records.*

Our team proposes the following account structure:



Please see **Appendix A: Team Resumes** for the full qualifications of each team member.



EXPERIENCE

- *Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements.*

The following **confidential** client examples represent some of the diverse clients and assignments Colliers is adapt at servicing.

SUCCESS STORY: City of Boston

Colliers teams up with architecture firm Sasaki Associates to provide Real Estate Consulting Services to the City of Boston's Public Facilities Department.

CITY of BOSTON

CHALLENGE

The City of Boston's Public Facilities Department needed to relocate a 30,000 square foot community center within their portfolio but was unsure of which location would be best-suited for both the center and the City. The single relocation study prompted the City to enlist Colliers to evaluate the remaining portion of the portfolio with the goal of rejiggering the portfolio to harvest value out of excess space, including vacant lots and empty space.

STRATEGY

While Sasaki was engaged to provide design services, building programming recommendations for the new community center, Colliers was tasked with providing real estate context in support of its engagement. The Colliers team conducted a thorough study for the City of Boston, to address their future real estate situation and identify and analyze a range of high-level scenarios for consideration.

SERVICES/RESULTS

As part of the ongoing study, Colliers will provide a detailed Alternative Location(s) Analysis, which includes findings on the availability and cost of alternative sites. The evaluation will include estimating the rough cost of each option for comparison purposes. Colliers will summarize its findings, including any other of observations that may be pertinent and will offer its recommendation to the City.

SUCCESS STORY: National Grid

Colliers assists major energy provider with portfolio optimization to reduce footprint and increase efficiency.

nationalgrid

CHALLENGE

Our client, after a major acquisition which closed in August 2007, is now the 2nd largest utility in the United States, by customer numbers.

As a result of the acquisition, our client selected us to evaluate their current footprint of operation centers to determine how to best consolidate into larger regional hub locations.

STRATEGY

Our client's macro-objectives were as follows:

- > Reduction in space utilization, combined with cultural improvements through workspace design and standards
- > Improve quality of existing facilities
- > Enhance visibility and "presence" in critical locations
- > Ensure facilities meet or exceed environmental standards

SERVICES

We implemented a 5-step optimization strategy that included:

- > Greenfield location study to optimize minimum number of sites required to meet client's response time goals
- > Evaluation of current facility conditions, including location, operational and physical characteristics
- > Development of prototype building design and space standards
- > Financial review and prioritization of potential solutions based on client's macro objectives
- > Implementation of new design standards and begin transaction process for NPV positive locations

RESULTS

- > By utilizing a Greenfield approach, our client was able to identify potential savings of 29% in the number of required locations
- > Development of site prototypes resulted in the creation of company-wide design standards
- > Initially identified four projects that could result in NPV savings of almost \$20 million
- > As project is implemented, additional savings will be identified through reduction in required square footage and decrease in building cost/SF.

SUCCESS STORY: Houston Methodist Hospital

Colliers successfully completes strategic portfolio evaluation and subsequent transaction execution for regional hospital group with 126 locations and the need for real estate realignment with business planning.



CHALLENGE

Since 2001, Colliers International has provided a wide variety of healthcare real estate and advisory services to Houston Methodist Hospital.

One of the nation's leading health systems and academic medical centers, Houston Methodist consists of 126 locations including seven hospitals: Houston Methodist Hospital, its flagship academic hospital in the Texas Medical Center, and six community hospitals throughout the Greater Houston Metropolitan area. The system also includes freestanding emergency care centers and outpatient facilities as well as an extensive network of primary care doctors and specialists.



CITY OF FORT LAUDERDALE



SERVICES

Site Selection, Tenant Representation, Land Acquisition, Surplus Property Disposition, Property Management, Lease Administration, Consulting.

RESULTS

The Colliers team worked closely with the hospital to develop an occupancy plan that would dispose of excess space and creatively acquire space in operational areas of growth for the hospital. This plan included:

- > Acquisition of 58.89 acres at Interstate 45 and State Highway 242 in The Woodlands, Texas for development of its Woodlands/North Houston Hospital Campus.
- > Acquisition of 86 acres at Interstate 10 and Barker Cypress Road in Houston, Texas, for development of its West Houston Hospital Campus.
- > Site selection and acquisition of six parcels for development of free-standing Emergency Department facilities throughout the Greater Houston area.
- > Tenant representation and lease advisory services for 13 locations for clinical and administrative operations totaling more than 104,000 square feet.
- > Disposition of the 288,000-square-foot San Jacinto Methodist Hospital Decker Campus.
- > Lease administration for more than 100 locations located throughout the Greater Houston market area.



4.2.4 APPROACH TO SCOPE OF WORK

1) Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project.

Colliers International understands that the City seeks a qualified Real Estate Brokerage firm to provide professional services related to its portfolio of real property assets owned by the City of Fort Lauderdale. To meet the City's project objectives, Colliers International proposes to develop and execute a Strategic Plan that maximizes revenue generation to the City while striving to reduce operating costs through the following brokerage services:

- (i) A Strategic Plan with Recommendations on Leasing and Disposition
- (ii) Highest and Best Use Analysis of Existing Portfolio Analysis
- (iii) Valuation and Advisory Services
- (iv) Listing and Marketing Services for Sale of City Surplus Property
- (v) Overseeing Escrow for such sales
- (vi) Lease Management

2) Give an overview on your proposed approach, vision, ideas and methodology.

WEEK 1 | Kick-Off Session:

- Meet with the City to discuss existing strategy and confirm goals for new strategy.
- Review Colliers proposed scope of work and schedule, making adjustments where the City deems necessary.
- Introduce Colliers experts assigned to the project and respective roles and responsibilities.
- Identify point of contact and appropriate communication channels.
- Agree upon project deliverables.

WEEK 2-4 | Due Diligence for Strategic Plan

- Take an inventory of all City-owned and controlled property and identify current uses.
- Collect and collate appropriate documents and data necessary to complete the strategic plan, including but not limited to; a list of assets, operating statements, operating agreements, assessments, lease agreements, letters of interest (LOI), contracts, any other laws, policies or City-preferences that limit the lease or sale of City-owned assets.
- Meet with City departments and other internal and external stakeholders to ensure thorough understanding of City portfolio and assemble any missing pertinent information.



WEEK 5-12 | Strategic Plan and Valuation

- Review, assess and map all City-owned and controlled property, identifying the current use of each asset and detecting the vacant and underutilized surplus assets. Colliers will provide the City with access to GIS mapping software storing real-time information on City-owned property.
- Identify all real property that is appropriate for use as affordable housing, in accordance with Florida Statute 166.0451.
- Evaluate the underutilized or surplus assets which present an opportunity, with the following considerations:
 - Current use and potential/proposed use of asset
 - Financials (debt, operating costs, maintenance costs)
 - Condition of asset and deferred capital improvements
 - Current and projected market conditions (lease rates, sales prices, investment activity, supply, demand)
 - Legal or political encumbrances and/or preferences.
- Provide short- and long-term recommendations to the City on the highest and best-use of City-owned vacant and underutilized assets, including an assessment of costs and revenue potential through sale or lease of each property.
- The recommendations for sale and/or lease will be rank ordered prioritizing those that further the City's goal of revenue generation in the shortest period of time.
- Outline a marketing plan for the expedited/streamlined disposition of the identified City-owned assets.

WEEK 12-15 | Delivery of Strategic Plan

- Present draft Strategic Plan report and meet with the City to review.
- Collect feedback from City staff and reflect comments and changes in the final report.
- Deliver final report no later than one hundred and eighty (180) days post commencement of the contract.
- Meet with the City to discuss and commence action on the final recommendations in the Strategic Plan.

WEEK 15 Onwards | Marketing and Execution of the Strategic Plan

Valuation and Advisory Services:

- Prepare and present quarterly updated reports of all identified City-owned surplus and under-utilized sites, including escheated properties.
- Continue to prioritize opportunities for utilization or disposal, identifying which have the greatest opportunity to maximize revenue to the City in the shortest period of time.
- Present a quarterly market update to City staff highlighting local real estate trends and forecasts on the City of Fort Lauderdale real estate market.
- Application of "best practices" acquired through public sector real estate portfolio management and transaction experience.



Marketing Services:

Once we have agreed upon the Strategic Plan and identified the assets for lease and/or disposition with asking prices and underwriting, our marketing department will draft best in class marketing materials, starting with a brochure, confidentiality agreement, and full offering memorandum for the City to review and approve. Colliers will maintain and update accurate listing information on the City's website.

Through our best in class marketing technology and our creative approach, we drive strong investor interest, while maintaining confidentiality and minimizing disruption to tenants. Our integrated marketing platform includes targeted marketing, broker/referral marketing, print and electronic media, mobile marketing, social media and inbound/outbound marketing techniques to ensure maximum exposure to the marketplace.

Our hands on, go-to-market strategy offers largescale exposure through proprietary databases and distribution channels, and includes a segmented approach to focus the highest impact marketing techniques on the buyers who are most motivated and likely to pay the highest price. Throughout the disposition process, our priority is revenue maximization for the City.

PRE-MARKETING	POSITION	REVIEW	NEGOTIATE	CLOSE
> Due Diligence for Assets > Preparation of Exclusive Offering Memorandum > Preparation of Flyer E-blast Development > Solicitors Legal Document Preparation > Marketing Positioning the Property > Media Placement Targeting	> Local, Regional, National, International > Distribute Offering Memorandums > Face-to-Face Meetings Site Tours > Follow up with Web Site Leads > Broker Analysis > Prospective Buyer Critique	> Review all Letters of Intent > Financial Modeling > Review with Client & Solicitors	> Consensus on Preferred Buyer > Engage with Final Negotiation	> Purchaser Due Diligence > Closing

Lease Management

Colliers' mission is to successfully deliver industry-leading lease management services that allow the City to optimize its real estate portfolio and all City license agreements, while providing an outstanding client experience. Colliers is technology agnostic in regards to lease administration, supporting ProLease, Axserion,





CITY OF FORT LAUDERDALE



Lease Harbor, Virtual Premise and all other commercially available programs. Our team will work with the City of Fort Lauderdale's existing database or lead an evaluation process to determine the optimal system to meet your individual needs.

We track your entire real estate portfolio...

- > Owned Locations
- > Leased Locations
- > Your Subleases
- > Your Subtenants/Tenants

...to deliver the most potential benefits for the City

- > Never miss a critical lease date
- > We drive huge savings *(One of the most important reasons clients choose Colliers)*
- > Save weeks on budgeting real estate expenses
- > Save time each month with automation of rent payments from database to your accounts payable system

OUR SERVICES – To be determined upon status of the City's existing Lease Management Systems

Lease Administration & Document Management

The process of maintaining and tracking lease related documents is vital to our initial and on-going assessment of the status of every client location. Colliers' detail-oriented staff is highly-experienced in lease administration processes, which include the following on-going services:

- > All existing lease documents will be abstracted into the database (several options are available). We will continue to have all new lease and lease related documents abstracted into database by our Lease Abstractors.
- > Colliers has file maintenance procedures in effect and will maintain the lease files in an organized and standardized format. This process includes retention of historic data regarding lease issues, as well as CAM and tax reconciliation matters (this is crucial in the recovery process).
- > Colliers tracks all incoming lease documents by utilizing a document log which ensures that all documents are input and/or processed in a timely manner.
- > Colliers will scan, after logging, any legal documents received and post to the database/website within seven business days of receipt.
- > Reports - Colliers is experienced in reporting processes and can distribute any number or form of the following reports on a recurring basis:
 1. Lease Payment Schedule (early and regular schedules)
 2. Square Footage Report
 3. Rent Roll Summary – Portfolio wide
 4. Landlord Listing
 5. Expiration Reports
 6. CAM Tracking
 7. Abstracts – Detail or summary listing of pertinent lease data by property



Lease Administration & Document Management Checklist

- > Ability to customize current information (i.e., formatting, analysis of, etc.) and modify from time to time at client's discretion and within system abilities.
- > Follow protocol set up and provided by client for all ownership change requests that are received.
- > Review and research of landlord billings (rents, operating costs, utility usage, etc.) will be performed by Colliers to monitor accuracy and appropriateness prior to approving for payment; landlord invoices are directed to Colliers for verification and processing.
- > Desk audits of landlords' annual CAM/Insurance/Tax reconciliations against lease requirements will be performed, including review of prior year calculations where available. Colliers will utilize well developed forms and procedures as well as use all best efforts to acquire such reconciliations; process includes request of backup substantiating reconciliation as well as a resolution of any discrepancies, resulting in processing for payment.
- > During audit process, Colliers lease audit staff flags any invoices deemed excessive in comparison to industry standards. With prior approval from client, Colliers would address the anomalies/issues identified with the landlord and prepare the necessary argument and documentation to recover any potential funds. In the event Colliers cannot settle a dispute, the reconciliation will go to client's real estate department for review and direction.
- > Along with copies of all invoices, Colliers will submit a verified monthly lease payment schedule to client (setting out recurring rent payments and variable non-routine charges). This schedule will be formatted to coordinate with client's accounting system.
- > Colliers lease administration professionals will verify the figures in the payment schedule for accuracy and reasonableness with Colliers account manager approval; however, client is still responsible for reviewing each monthly schedule and remitting timely payment to their landlords/vendors unless Colliers is utilized to pay client's bills.
- > Colliers can work with client's risk management department/vendor as a liaison, assisting with landlord insurance certificate update requests, records upkeep and coordination.
- > For post-lease setup ongoing maintenance, Colliers assigns a dedicated analyst responsible for ensuring that portfolio information is continuously updated and that established processes are followed. Moreover, the account analyst will ensure that all critical lease dates are evaluated in a timely fashion and that staff is alerted to take appropriate action.
- > Second review controls are in place for review of lease payment schedules and CAM/tax reconciliations, with SOX guidelines in mind.

Our enterprising platform allows us to develop custom-designed solutions to meet the City's business and real estate needs while adhering to the standardized processes demanded by applicable regulatory and statutory guidelines.

3) Describe your proposed approach to the project, including scheduling methodology (time line) for effectively managing and executing the work in the optimum time.

Please refer to the approach above for information on timeline and scheduling.

4) Provide information on your firm's current workload and how this project will fit into your workload.

Colliers believes in delivering services through a single point of accountability with responsible executive oversight and specialized resources available across the delivery structure. Therefore, **Key Account Manager Brooke Berkowitz will be 100% dedicated to this account**, and ensure the City receives consistent and responsive services throughout the term of the contract.

While our core team is active in the community and with existing clients, this account will receive our utmost attention and we have implemented the team structure to ensure best-in-class service. As illustrated in Section 4.2.3, the Key Account Manager will be supported by a team of experienced brokerage professionals and subject matter experts who will focus on developing the strategic direction of their expertise area in parallel with the overall account strategy and goals. This process allows Colliers to seamlessly manage the entire real estate process - from strategic planning, due diligence, transaction management and execution - without risk of conflict from existing workload.

5) Describe available facilities, technological capabilities and other available resources you offer for the project.

We offer a wide range of value-add products and services related to market research, valuations, strategic planning and property marketing, from the straightforward (signage, advertising, fliers) to the sophisticated (positioning campaigns, tours, websites). We pride ourselves on looking beyond the obvious to develop a unique, creative marketing strategy that speaks to the benefits of your specific assets and its value to the end user while tailoring our approach to the City's regulations and expectations.

Government Solutions Group

Colliers International understands the complexity of the government real estate sector. The government's procedures for acquiring, managing and disposing of real property are subject to layers of regulations, policy, legislation and executive orders. Making sense of it all can be challenging, but Colliers' Government Solutions team understands how to chart a path to successful execution. In everything we do, we apply a team approach, leveraging the depth and experience of Colliers' large and diverse global platform.

Colliers Government Solutions understands government acquisition regulations and the strict performance requirements of the federal lease form. Our team does more than just execute transactions - we pride ourselves on ensuring each lease's long-term integrity. We stay abreast of all changes in government policy and procedure to advise our clients how to plan, budget, and position their properties to attract and retain



federal tenants. Our mission is to provide integrated services that maximize property value and exceed our clients' investment objectives.

To yield the highest value and best deal execution Colliers Government Solutions offers GSAXCHANGE, a team of sales professionals specializing solely in the sale of government-leased properties. The GSAXCHANGE team accelerates clients' success by providing a deep understanding of factors associated with government-leased real estate, utilizing local market knowledge and leveraging Colliers' national presence. Our business strategy is geared to the acquisition and sale of government-leased properties nationally providing marketing exposure to thousands of government property owners and investors throughout the United States and overseas.

Valuation Services

Real estate appraisals play a pivotal role in today's business climate. Colliers Valuation & Advisory Services' reports are designed to deliver insight into a property's fundamentals, its competition and the overall market dynamics affecting value. Our commitment to high-end client service, coupled with Colliers International's unparalleled market intelligence and resources continues to differentiate us as the firm of choice in the real estate industry. With its unique and expanding platform, Colliers provides a full range of expertise across all commercial property types and has experience on working on appraisals tailored to the unique features of government-leased properties. Our professionals share a commitment to deliver the highest level of service and the best client experience possible. We go the extra mile to deliver results, whether this means meeting a tight deadline, working with a complex and challenging property or delivering consistent results when valuing nationwide portfolios.

All of our appraisals are evaluated and approved by an experienced review team to ensure our clients receive clear, concise, and timely appraisals. Because we recognize that superior technology is not enough, our managers and professionals stand committed to our clients' success and will go the extra mile to provide exceptional customer service.

Research and Consulting Services

Headed up by the Research and Consulting Manager, Verity Mosquera, located in the Fort Lauderdale office, the local research team provides timely, reliable data critical to making effective and well-informed real estate portfolio decisions. We consider our primary market research a competitive advantage, providing clients with data, analysis and consultation on industry trends, comparable lease and sales transactions, and economic data critical to making effective real estate decisions. Colliers Research also maintains an extensive tenant database identifying industry, location, square footage occupied, and lease expiration dates. Stacking plans and building skylines are regularly produced to illustrate the location and lease expiration of tenants in select buildings. Additional analytic tools track tenant demand and lease activity on a real-time basis.

Consulting Services include:

- > Strategic Real Estate Planning
- > Feasibility Studies
- > Asset Evaluations/Highest-and-Best Use Studies



- > Due Diligence Reports
- > Market Studies
- > Financial Analyses

GIS Capabilities

Colliers has full-service geographic consulting and mapping, offering tailored analysis for clients as they develop their portfolio strategies. We provide cartographic, demographic, and analytic products and services. Our deliverables vary from simple aesthetic maps to complex geographic analysis and site selection packages. Our demographic analysis provides answers to complex questions and adds tangible value to real estate transactions. Our goal is to provide the highest level of innovative GIS products and solutions with a strong focus on customer service and consultation.

Marketing Services

With an in-house creative services team spearheaded by project team member Kristopher Mitchell, the Colliers team will work with the City to develop customized, compelling collateral in support of the real estate strategy or strategies selected.

With the primary goal to build smart awareness and educate through tailored marketing, the team may utilize a range of marketing tools, including but not limited to:

- > Property Brochure
- > Mapping
- > Signage
- > Email Marketing
- > Offering
- > Social Media Campaign

Public Relations

Our in-house Communications Specialist, Leah Dellis, has teamed up with our trusted South Florida-based public relations partner, Top of Mind PR, on an array of strategic media initiatives to maximize smart exposure and coverage on behalf of our clients. Top of Mind PR is a woman-owned public relations firm with top-tier media relationships and has a working relationship with Colliers South Florida, independent of any potential contract with the City.

While the project team fully acknowledges and agrees to Section 2.31 “News Release/Publicity” in the Bid regarding communications, our team would include recommendations to the City for ways to curate and position key messaging to media resources. By initiating the conversation, our team is able to shape the image of the property while creating awareness to the intended audience.



CITY OF FORT LAUDERDALE



4.2.5 REFERENCES

CLIENT: Jacksonville Transportation Authority (JTA)

Address:	121 W. Forsyth Street, Suite 300 Jacksonville, FL 32202
Contact:	Michael Corbitt Real Estate Project Officer
Telephone:	+1 904 632 5257
E-mail:	mcorbitt@jtafla.com
Description of Work:	Real Estate Consulting and Disposition of surplus properties in JTA portfolio, including vacant land, office buildings and parking garages.
Year:	2016-Ongoing
Total Cost of Project:	\$60 Million+ in potential disposition of surplus properties and growing

CLIENT: Nova Southeastern University (NSU)

Address:	3301 College Avenue Davie, FL 33314
Contact:	Marc Crocquet Vice President
Telephone:	+1 954 262 8842
E-mail:	crocquet@nsu.edu
Description of Work:	Ongoing leasing assignment led by team member Ronald Schagrin at the Nova Southeastern University's (NSU) Center for Collaborative Research (CCR), one of the largest and most advanced research facilities in Florida.
Year:	2016-Ongoing
Total Cost of Project:	\$80 million Estimated / \$80 million Actual



CITY OF FORT LAUDERDALE



CLIENT: Midgard Group	
Address:	1475 W Cypress Creek Road, Suite 202 Fort Lauderdale, FL 33309
Contact:	James Goldstein President & General Managing Partner
Telephone:	+1 954 771 6714
E-mail:	jim@midgardgroup.com
Description of Work:	Long-term strategic relationship with Midgard Group on multiple projects. > Responsible for leasing 450,000 square feet in six buildings as part of an office campus in Cypress Creek. > On behalf of same owner, marketing an entire block on Biscayne Boulevard (between 17th and 18th) in Miami for \$85 million > Working with the ownership for the development of a 140,000 square foot industrial park in Cypress Creek. Have assisted in the design, layout and pricing for this potential new industrial park.
Year:	1999-Ongoing
Total Cost of Project:	> \$60 million estimated value of the business campus > \$85 million asking price for the land in Miami > \$140 million estimated for the construction of the industrial park

CLIENT: East Group	
Address:	2996 Commerce Park Drive Orlando, FL 32819
Contact:	Chris Segrest Vice President
Telephone:	+1 407 284 6535
E-mail:	chris.segrest@eastgroup.net
Description of Work:	Landlord Representation by project team member Steve Wasserman for East Group's Lockhart Business Park, 5600 NW 12 Avenue in Fort Lauderdale (120,000 square foot office / warehouse)
Year:	2010-Ongoing
Total Cost of Project:	\$3.6 million



4.2.6 M/WBE PARTICIPATION

- ***Describe your company's efforts, as well as planned efforts, in meeting M/WBE procurement goals under Florida Statutes 287.09451.***

While Colliers itself is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, we recognize the importance of engaging Minority and Women-Owned (M/WBE) partners and vendors to ensure the very highest level of service, particularly with regard to projects of large scale and complexity.

Our firm supports initiatives to tangibly increase M/WBE participation in both contracting and procurement activities and can establish specific participation goals with each client. Colliers attempts to utilize the services of qualified DBE/MBE/WBE suppliers and subcontractors whenever possible. These vendors are held to the same high standards and qualifications of all our best-in-class subcontractors and partners, yet are comprised of the same diverse ethnic and gender composition we strive to maintain in our core business.

Provided below is a sample of the MBE/WBE/VBE firms Colliers has partnered with:

- > Top of Mind PR
- > WIRE Property Group
- > CSA Group
- > Pathfinder Engineers & Architects, LLP
- > Elana, Inc. Construction Consultants
- > Miyakoda Consulting
- > Leapley Construction Group
- > LCG-CI Project Management Services, LLC
- > Madison Square Realty
- > Robert Louis Group

Our company is consciously and proactively inclusive of all areas of diversity including race, ethnicity, color, national origin, ancestry, gender, sexual orientation, religion, age, socioeconomic status, marital status, language, disability or immigration status. Our anti-discrimination policy, global and local human resources teams, and FirstLine, a confidential reporting hotline, work together to create a positive and inclusive work environment for all of our staff members, partners and vendors.



CITY OF FORT LAUDERDALE



4.2.7 SUBCONTRACTORS

- *Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.*

Acknowledged. Colliers has assembled a team to perform the scope of services in-house but will identify any subcontractors to be utilized should this change in any way.



CITY OF FORT LAUDERDALE



4.2.8 REQUIRED FORMS

The required forms are included in the order listed on the following pages:

- A. PROPOSAL CERTIFICATION
- B. COST PROPOSAL
- C. NON-COLLUSION STATEMENT
- D. LOCAL BUSINESS PREFERENCE
- E. CONTRACT PAYMENT METHOD
- F. SAMPLE INSURANCE CERTIFICATE
- G. CERTIFICATE OF AUTHORITY TO BIND COLLIERS INTERNATIONAL

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Total Bid Discount (section 1.05 of General Conditions):

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Ken Krasnow

Name (printed)

4/28/2017

Date:

Signature

Executive Managing Director & Market Leader

Title

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Colliers International South Florida, LLC

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. Proposed commission percentage as defined in Section III 4 %
2. Proposed lease cost percentage as defined in Section III 3 %
3. Hourly rate for advisory services where commission is not earned \$ 150
(The estimated number of hours the city expects to utilize these services is 500 hours per year. The hours may vary depending on the need of the city.)

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Submitted by:

Ken Krasnow
Name (printed)

4/28/2017
Date

[Signature]
Signature

Executive Managing Director
Title

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

-

N/A

N/A

N/A

N/A

N/A

N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

SIGNATURE



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)

Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)

Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)

Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

Colliers International

AUTHORIZED
COMPANY
PERSON:

Ken Krasnow

NAME



SIGNATURE

4/28/2017

DATE



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2016-2017

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
(954) 828-5195

Business ID: 1601774 Business Name: COLLIERS INTERNATIONAL S FLORIDA
Business Address: 200 E BROWARD BLVD # 120
Tax Category: OFFICE USE ONLY Tax#: 746421 Fee:

COLLIERS INTERNATIONAL S FLORIDA
AMANDA MCFARLANE ADM MGR
200 E BROWARD BLVD # 120
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1601774
Tax Number: 746421
Business Name: COLLIERS INTERNATIONAL S FLORIDA
Business Address: 200 E BROWARD BLVD # 120
Business Owner: MCFARLANE, AMANDA ADM MGR

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
TEL (954)828-5195 FAX (954)828-5881
WWW.FORTLAUDERDALE.GOV



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2016-2017

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
(954) 828-5195

Business ID: 1601786 Business Name: KRASNOW, KENNETH M
Business Address: 200 E BROWARD BLVD # 120
Tax Category: REAL ESTATE BROKER Tax#: 746434

Fee:

KRASNOW, KENNETH M
COLLIER INTERNATIONAL S FLORIDA
200 E BROWARD BLVD # 120
FORT LAUDERDALE, FL 33301

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1601786
Tax Number: 746434
Business Name: KRASNOW, KENNETH M
Business Address: 200 E BROWARD BLVD # 120
Business Owner: KRASNOW, KENNETH M

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
TEL (954)828-5195 FAX (954)828-5881
WWW.FORTLAUDERDALE.GOV

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA: COLLIER'S INTERNATIONAL SOUTH
Business Name: FLORIDA

Receipt #: 318-283452
Business Type: (REAL ESTATE BRANCH OFFICE)

Owner Name: COLLIER'S INTERNATIONAL SOUTH FLORIDA
Business Location: 200 E BROWARD BLVD STE 120
Business Phone: 954 652 4600
Business Opened: 11/25/2014
State/County/Cert/Reg: BO2030083
Exemption Code:

Rooms: 15
Seats: 15
Employees: 15
Machines: 15
Professionals: 15

Number of Machines:		For Vending Business Only					Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid		
45.00	0.00	0.00	11.25	0.00	25.00	81.25		

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☒ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integro (Canada) Ltd. Suite 4800 199 Bay Street Toronto, Ontario M5L 1E8	1-416-619-8000	CONTACT NAME: Vanessa Chapin PHONE (A/C, No, Ext): 604-608-6255 E-MAIL ADDRESS: vanessa.chapin@integrogroupp.com	FAX (A/C, No):
INSURED Colliers International South Florida, LLC 4500 PGA Blvd. #110 Palm Beach Gardens, FL 33418		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty International Underwriters INSURER B: Chubb Insurance Company INSURER C: Chubb Insurance Company of Canada INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES**CERTIFICATE NUMBER:** 49581483**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			TB1-B71-171197-016	12/01/16	12/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			16-7359-06-03	12/01/16	12/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			79713858	12/01/16	12/01/17	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime			8132-4965	12/01/16	12/01/17	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificat Holder, The City of Fort Lauderdale, is included as an additional insured where required by written contract. Contractual liability is applicable on liability policies where required by contract.

Insurer(s) will endeavor to provide 30 days notice of cancellation and 10 days notice in the event of non-renewal.

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, Room 619 Fort Lauderdale, FL 33301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**SECRETARY'S CERTIFICATE
OF
COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC**

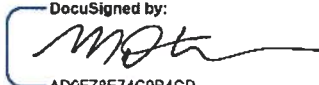
THE UNDERSIGNED hereby certifies as follows:

1. I am the Secretary of Colliers International South Florida, LLC (hereinafter referred to as the "Company"), a limited liability company organized and existing under the laws of the State of Delaware and, as such, have knowledge of the matters hereinafter certified to.

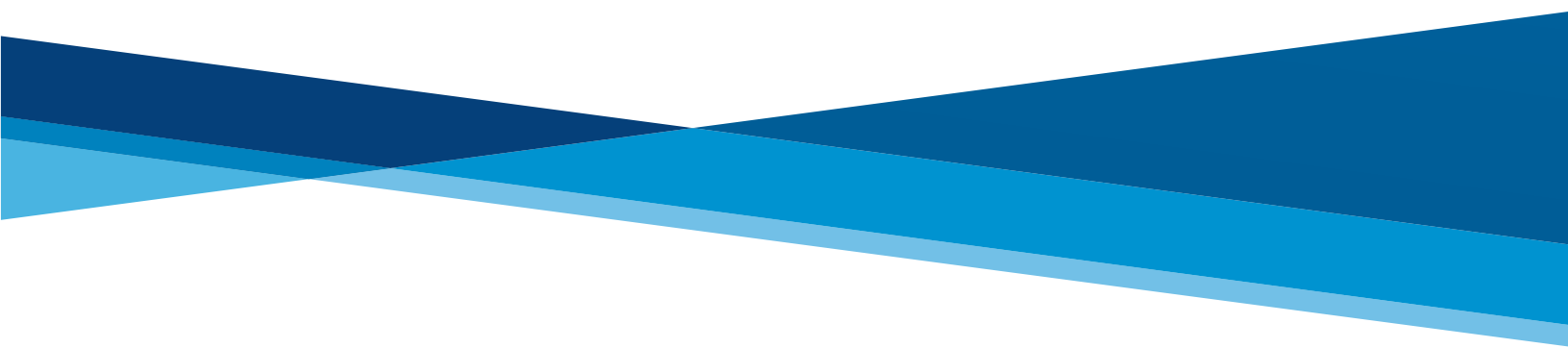
2. As at the date hereof, Kenneth M. Krasnow is the duly appointed Vice President and Broker in Charge of the Company and is duly authorized to perform in such office the duties assigned to him from time to time by the board of managers of the Company, including without limitation, the execution of requests for proposal for and on behalf of the Company.

I am providing this Certificate in my capacity as the Secretary of the Company and not in my personal capacity and no personal liability is assumed by me in connection with giving this Certificate.

IN WITNESS WHEREOF I have signed this Certificate as of the 18th day of April, 2017.

By:  AD9F78E74C9B4CD...
Matthew Hawkins, Secretary

APPENDIX A





Ken Krasnow

EXECUTIVE MANAGING DIRECTOR & MARKET LEADER
Colliers International | South Florida



ken.krasnow@colliers.com

QUALIFICATIONS

Licensed Real Estate Broker
State of Florida and New York

AFFILIATIONS OR MEMBERSHIPS

NAIOP

CREW

International Council of Shopping
Centers (ICSC)

Urban Land Institute (ULI)

Beacon Council - Miami

Business Development Board of
Palm Beach County

Board Member - Friends of the
Underline

Corporate Advisory Board -
Debbie's Dream Foundation

CONTACT DETAILS

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MOB +1 914 589 5321

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801 Brickell Avenue
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Miami, FL 33131

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AREA OF EXPERTISE

Ken Krasnow serves as Colliers Executive Managing Director for the South Florida region. In the role of Market Leader, he is responsible for all operations for the five Colliers offices in Miami-Dade, Broward and Palm Beach County. He is also responsible for broadening the company's platform by developing key client relationships, leading major projects and transactions, maintaining senior real estate industry and political relationships and recruiting new talent. Ken brings over 30 years of acclaimed expertise in the commercial real estate industry, offering an exceptional level of on-the-ground market knowledge.

Ken began his career as a commercial leasing broker and was responsible for more than three million square feet of Class A building agencies in New York City. His knowledge of brokerage and hands-on approach to management makes him an invaluable member of the Colliers team. In today's South Florida market, he will continue to leverage his level of expertise to accelerate our success in the region.

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers, Ken served as Managing Director overseeing all operations for CBRE in South Florida. While at CBRE, he recruited almost 40 sales professionals who were responsible for an additional \$40 million in revenue. During his tenure, revenues and profits for his region more than doubled. Prior to joining CBRE in Florida, Ken held executive positions for Cushman &

Wakefield in the New York City area and Trammell Crow Corporation. Ken served at Cushman & Wakefield for 18 years during which time he oversaw the New York area profit center where he brought his region back to record revenues of approximately \$200 million after the tragic events of September 11, 2001.

Ken attended Emory University where he earned his Bachelor of Administration in Finance. He also attended New York University for Graduate Real Estate studies.

PROFESSIONAL ACCOMPLISHMENTS

- Listed as one of "Top 50 Leaders in Commercial Real Estate" by Real Estate Weekly
- Named "Power Leader" by South Florida Business Journal
- Named on of Real Estate New York's "Top 40 Under 40"
- Recognized as one of the "Next Great Leaders" by Real Estate Forum
- Recipient of the Percy Douglass Award by Friends of Island Academy
- Winner of the Royal Poinciana Community Leadership award by Debbie's Dream Foundation



Brooke Berkowitz

KEY ACCOUNT MANAGER



TRADE SECRET: We are in discussion with Brooke Berkowitz to hire as part of the Colliers team. We ask that this be removed from any public records.

EDUCATION

BS, 2005, Marketing and Real Estate

REGISTRATIONS

Florida Real Sales Associate,
No. SL3209543

CONTACT DETAILS

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200 East Broward Boulevard
Suite 120
Fort Lauderdale, FL, 33301

www.colliers.com

AREA OF EXPERTISE

Acting as the City's primary point of contact will be Key Account Manager Brooke Berkowitz, who has proven experience leading strategic accounts within the public sector. As a fully-dedicated resource to the City, Brooke will work closely with the full Colliers team to custom-tailor a set of integrated services selected from the firm's range of business lines. This approach allows Colliers to streamline communications and for the City to benefit from the most responsive, customized and nimble real estate solutions.

BUSINESS AND RELEVANT EXPERIENCE

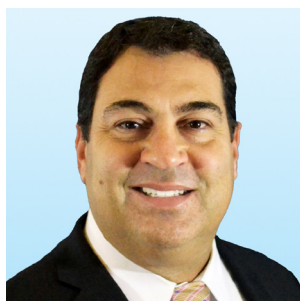
Ms. Berkowitz currently serves as an Acquisition & Relocation Agent for projects in Miami-Dade, Broward and St. Lucie Counties. The projects encompass acquisition, relocation and property management of various parcels. Ms. Berkowitz manages the acquisition of commercial and residential properties for public purposes, and provides direct advisory services and relocation assistance to displaced occupants. She also coordinates with owners, tenants, attorneys, contractors, appraisers, realtors, and local government officials in negotiating to purchase right of way and relocate residents using various channels of communication. Ms. Berkowitz prepares and conducts complex property negotiations and suit information for filing and condemnation proceedings.

Ms. Berkowitz has nearly 10 years of right-of-way experience, providing acquisition, relocation, and property management for South Florida. She completed FDOT's Right-of-Way Training Program in 2008 at FDOT District 4. After completing the program, she spent 4 years working for FDOT District 6 in right-of-way. From 2014-2015, Brooke was a member of the CBRE South Florida Occupier team. She was an integral part of the City of Fort Lauderdale's account management team which was responsible for the execution of the City of Fort Lauderdale's strategic plan. This includes the evaluation, disposition, repurposing and management of the City's 700+ leased and owned assets. Brooke also worked with the Public Institution Group representing Martin County and Riviera Beach Community Redevelopment Agency.

Before joining the Occupier team, Brooke was a member of CBRE's Florida Business Operations Team as a Transaction Coordinator handling the Palm Beach Market. Brooke began her career at CBRE in 2012 as the South Florida Listing Coordinator.

COMMUNITY INVOLVEMENT

Brooke holds a position on the Board of Young Professionals for Covenant House Fort Lauderdale. She is actively involved in the planning of various events in support the Covenant House mission to support homeless youth.



Alfie Hamilton

EXECUTIVE VICE PRESIDENT
Colliers International South Florida



alfie.hamilton@colliers.com

QUALIFICATIONS

Florida Real Estate License

AFFILIATIONS OR MEMBERSHIPS

NAIOP South Florida Chapter,
Board of Directors

South Florida Office Brokers
Association (SFOBA)

CONTACT DETAILS

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FAX +1 954 727 9338

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AREA OF EXPERTISE

Alfie Hamilton is a veteran of the commercial real estate industry. He is an office leasing specialist who focuses primarily on landlord / agency assignments for institutional clients.

Alfie is known for providing advisory services to his clients and for successfully structuring complex transactions. By earning the trust of his clients, his leasing portfolio has expanded steadily since 2007 and now totals approximately 1.2 million square feet.

BUSINESS AND EDUCATIONAL BACKGROUND

A member of the board of directors of NAIOP's South Florida chapter and the South Florida Office Brokers Association. Before joining Colliers, he was an Executive Vice President for Pointe Group Advisors for 8.5 years and played an instrumental role in transforming the firm from a property management company into a full service commercial real estate firm.

- 2015 Colliers Everest Club inductee. The Everest Club recognizes the performers in the top 10th percentile in Brokerage, Valuation and Corporate Solutions across the Americas.
- 2015 & 2014 NAIOP South Florida Office Broker of the Year Finalist
- In 2015, represented the owner in the sale of a fourbuilding, 247,000 SF suburban office portfolio in Sarasota, FL.
- Completed leases representing more than 1.7 million square feet with a transaction value in excess of \$190 million.

LANDLORD REPRESENTATIVE EXPERIENCE

- 6 Building Broward Suburban Office Portfolio - 409,736 RSF
- Gateway Professional Center - 247,530 RSF
- 3 Building St. Petersburg Suburban Office Portfolio - 239,170 RSF
- 200 East Broward - 225,650 RSF
- Northern Trust Plaza 110,204 RSF

TOP TRANSACTIONS

- TA Realty - Gateway Professional Center - SALE -247,530
- Continental Citrus Corp. - Pointe West Plaza - SALE PENDING -110,204
- General Dynamics - 80,057
- General Dynamics - 67,259
- Triad Digital Media - 64,634
- Balfour Beatty Construction - 39,864
- eMason - 40,647
- Bar Education (Southeastern College / Kaiser) -35,863
- Jackson Hewitt -33,645
- Northern Trust Company -32,349
- Management Health Systems d/b/a MedPro - 30,177
- Global Financial Private Capital - 27,186
- Solstice Benefits- 27,178
- Citrus Healthcare - 20,665
- JAJ Holding - 20,000



Ronald A. Schagrin SIOR

SENIOR VICE PRESIDENT
Colliers International
National Life Sciences Group Member
Healthcare Services Group Member



ronald.schagrin@colliers.com

QUALIFICATIONS

Florida Real Estate License

Florida Real Estate Salesman License

Society of Industrial and Office Realtors (SIOR)

AFFILIATIONS OR MEMBERSHIPS

South Florida Office Brokers Association (SFOBA)

Society of Commercial Realtors (SOCR)

National Associate of Realtors (NAR)

National Life Science Member

National Healthcare Services Member

CONTACT DETAILS

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AREA OF EXPERTISE

Ron Schagrin is a 30-year commercial real estate veteran in sales and leasing of Downtown and Suburban office and industrial properties. His knowledge and expertise of all real estate industry services is an invaluable asset to the organization in coordinating and implementing marketing proposals, including budgets for institutional and entrepreneurial clients, market research, and investment ventures.

PROFESSIONAL ACCOMPLISHMENTS

- Costar Power Broker – 2002 - 2006; 2008 - 2011
- Chairman's Circle – Prudential Commercial Real Estate – 2007, 2008
- Top Producer – Coldwell Banker Commercial – 1999
- Top 3 Producers – Colliers Lehrer - 1998
- NAIOP Award of Excellence – Design Build Industrial Over 50,000 SF - 1996
- Best Real Estate Deal of the Year – E & Y Kenneth Leventhal – Best New Development - 1995
- South Florida Business Journal "Best Real Estate Deal of the Year" for Best New Development Industrial
- Recipient of the JC Penney "Golden Rule" Award in 1995
- Recognized for his service to the community and ran the Olympic Torch in 1996 as a "Community Hero"

BUSINESS AND EDUCATIONAL BACKGROUND

Ron was a founding partner in Commercial Property Realty Advisors, a full service real estate firm that operated for nine years, which later became Commercial Property Realty Group. He served as Senior Vice President at Prudential CRES Commercial Real Estate South Florida. His commercial real estate career began at Colliers International South Florida where when he left in 2001 he served as Senior Director. Prior to commercial real estate he was active in a publically traded company, Schagrin's Wine, Cheese & Gourmet Foods, where he was the gourmet food buyer.

Ron attended the University of Tampa where he received a degree in accounting.

COMMUNITY INVOLVEMENT

Ron is a founding Board Member of Gilda's Club South Florida and has served as the Chairman of the Board of Directors. Currently he serves as President for the Georgina Dieter Dennis Foundation which provides scholarships to vocal majors attending Florida universities. He is a member of the Susie and Alan Levan Ambassador Board at NSU. He has also served as a member of the Advisory Board for the Fort Lauderdale unit of the American Cancer Society; and Advisory Board for the Salvation Army of Greater Fort Lauderdale. In addition, Ron has been very active in civic organizations such as Jewish Community Center of Greater Fort Lauderdale, Jewish Federation of Greater Fort Lauderdale, and Board of Directors for the Leadership Broward Foundation, Nova University Enterprise Ambassador Program.



Steven Wasserman SIOR

EXECUTIVE VICE PRESIDENT
Colliers International



steven.wasserman@colliers.com

QUALIFICATIONS

Florida Real Estate License

Society of Industrial and
Office Realtors (SIOR)

CONTACT DETAILS

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AREA OF EXPERTISE

Steven Wasserman serves as Executive Vice President at Colliers International and is one of the team leaders in the South Florida Industrial Services Group. Mr Wasserman has a diversified industrial practice where he represents institutional property owners in leasing and strategic advice.

EDUCATION AND AFFILIATIONS

Mr. Wasserman earned a Bachelor of Business Administration from the University of Miami. He attended Florida Atlantic University for a Master's in Business Administration. He is an active member of the Junior Achievement Fellows Program, Society of Industrial and Office Realtors (SIOR) and is the Chairman of the Council for Educational Change

EXPERIENCE

With over 36 years of experience in the South Florida market, Mr. Wasserman has dealt with a broad number of complex transactions; from build to suit, land development, environmental, and acquisition and disposition of specialized properties. He has marketed a 200-acre business park, two million square feet of institutional leasing and sold hundreds of thousands of square feet of owner/user properties.

FEATURED CLIENTS

- TIAA CREF
- LNR Partners
- East Group
- Prologis
- Trulite Corporation
- Suddath Companies
- Iron Mountain
- Bridge Development Partners
- Guardian Life
- Cabot Property Group
- Sunbeam Properties
- Becknell Industrial
- Hoerbiger Corp of America



Russell Bornstein

SENIOR VICE PRESIDENT | RETAIL
Colliers International South Florida



russell.bornstein@colliers.com

QUALIFICATIONS

Licensed Real Estate Broker
State of Florida

AFFILIATIONS AND MEMBERSHIPS

International Council of Shopping
Centers

Board Member Wayne Barton
Study Center

CONTACT DETAILS

DIRECT +1 561 353 3642

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South Florida, LLC
2385 NW Executive Center Dr.
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Boca Raton, FL 33431

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AREA OF EXPERTISE

Russell Bornstein is a Senior Vice President with Colliers South Florida, bringing nearly 30 years of commercial real estate to his role. He specializes in retail markets throughout Florida and has earned a reputation as one of South Florida's top commercial real estate professionals.

As long-time exclusive representation for Wells Fargo and its approximate 250 branches in Southeast Florida, Mr. Bornstein and his partner Michael Wilson have provided steady and strategic commercial real estate advisory to the financial services company through various mergers over their 20 year relationship, including their real estate needs after they acquired Wachovia in the largest financial institution merger on record.

REPRESENTATIVE CLIENTS

- Bank Atlantic
- BankUnited
- Blockbuster Video
- Boston Market
- Dollar General
- Fifth Third Bank
- First Citizens Bank
- Holy Cross Hospital
- JP Morgan Chase
- Regions Bank
- Robert Half International
- Service Corp. International
- Shell Oil
- Wachovia Bank/Wells Fargo

BUSINESS AND EDUCATIONAL BACKGROUND

Most recently as a Senior Vice President with CBRE, Russell has also garnered experience as a Senior Vice President with Grubb & Ellis Company (1999-2012); a role with Commercial Florida Realty Partners, Inc. (1996-1999) and as Managing and Leasing Agent for Zepka-Goldberg (1985-1996).

He holds a Bachelors degree in Business Administration from St. Bonaventure University, where he graduated Magna Cum Laude and also earned the Pierre R. Bretey Award for highest G.P.A. in the School for Business (Department of Finance).

COMMUNITY INVOLVEMENT

Russell is an active member within a number of local and professional organizations, including the International Council of Shopping Centers (ICSC) and a Board Member for the Wayne Barton Study Center in Boca Raton.



Katy Welsh, CLS, CRX

SENIOR VICE PRESIDENT | RETAIL SERVICES
Colliers International | South Florida



katy.welsh@colliers.com

QUALIFICATIONS

Florida Real Estate License

Senior Certified Leasing
Specialist (CLS)

Certified Retail Property
Executive (CRX)

AFFILIATIONS OR MEMBERSHIPS

2017 ICSC Florida
Conference Chair

2008 South Florida IDEX Chair

International Council of Shopping
Centers (ICSC)

Past Chair Treasure Coast ICSC
Committee

Past Chair Palm Beach ICSC

Past Chair Broward ICSC

South Florida IDEX

CONTACT DETAILS

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MOB +1 561 213 8566

Colliers International
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AREA OF EXPERTISE

Katy Welsh brings more than thirty years of commercial real estate experience to her role as Senior Vice President of Retail Services for Colliers South Florida.

Her background includes expertise in the leasing, marketing and sale of shopping centers with a strong focus on maximizing property income and preparing properties for sale and repositioning.

Colliers' Retail Services Team is rooted in a commitment to offer a best-in-class team to service the growing retail landscape in South Florida. From urban, high street, institutional and tenant representation retail, the firm has strategically expanded expertise to create a 360-degree approach to servicing this niche property type.

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers, Welsh was with Konover South, where she was responsible for all aspects of leasing and marketing company and third-party shopping centers, including business development, deal analysis, annual budgeting, and creating recommendations for property improvement to the third-party owners. Notable recent deals include the Lowes Home Improvement Center located at Plaza at Davie, which redeveloped the shopping center.

Previously, Welsh served as Broker/President of Hunter Real Estate Brokerage from 2008-2014 and Director of Real Estate for Kimco Realty from 2003-2008. Her commercial real estate career has also included various retail leasing positions with Equity One/IRT Property Company, NAI/Merin Hunter Codman, Concord Assets Group and Millennium III Real Estate Corp.

Welsh holds a Bachelor of Science in Business Administration from Auburn University. She has earned the designations of Senior Certified Leasing Specialist (CLS) and Certified Retail Property Executive (CRX), both ICSC-established credentials which recognize an elite group of experienced shopping center leasing professionals.

COMMUNITY INVOLVEMENT

Active in her discipline, Welsh has been a prominent figure for ICSC, the trade organization for the international shopping center industry. She is the 2017 ICSC Florida Conference Committee Chair and has held numerous positions as chair or co-chair of the county chapters in years past. Additionally, she was also the past Chair of the South Florida IDEX.



Rich Lillis

EXECUTIVE VICE PRESIDENT | SOUTH FLORIDA
NATIONAL DIRECTOR, HOTELS | USA



rich.lillis@colliers.com

EDUCATION OR QUALIFICATIONS

State University of New York
BS Economics

Florida Atlantic University
MBA Candidate

Licensed Florida Real Estate
Broker

AFFILIATIONS OR MEMBERSHIPS

ULI

ULI Hospitality & Recreational
Development Council (HRDC)

CONTACT DETAILS

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AREA OF EXPERTISE

Rich Lillis advises clients on hotel and resort investment sales and financing in Florida, Eastern United States and the Caribbean. Additionally, Rich serves as National Director, Hotels USA and leads Colliers' nationwide team of lodging transaction experts. In the dynamic hotel investment market, Rich provides valuable solutions to hotel owners and investors, special servicers, regional lenders, land owners and developers.

BUSINESS AND BACKGROUND

Rich's diverse background includes a wide range of experience in lodging and finance. He successfully manages numerous hotel, resort and land transactions, for private and institutional owners. Rich is a national lodging investment expert and frequently speaks at industry conferences including ALIS, NYU and Nabhood. As an integral member of Colliers Asset Resolution Team CART, Rich serves as "Lodging/Hotels Regional Team Leader" for a few key Special Servicer client relationships. Previously, Rich served as Miami hospitality practice leader for Horwath HTL, an international hotel consultancy firm where he managed hotel and resort transactions and financings throughout Florida and the Caribbean. Prior, at Ocwen Financial Corporation (OCN) of West Palm Beach, Rich asset-managed the bank's large commercial REO portfolio and managed the company's corporate real estate.

Before that, Rich enjoyed an illustrious career in hotel operations, starting as Night Clerk at The Plaza Hotel NYC, followed by management at six Marriott Hotels, Sheraton Plaza Chicago and Doral Arrowwood NY, and as General Manager of Doral Court & Tuscan NYC (now "St. Giles"), Knickerbocker Chicago and Mutiny Miami. Rich and his wife Maureen also owned and operated an acclaimed restaurant in Westport, Connecticut.

Rich graduated with a BS in Economics with honors from State University in New York. He has recently completed coursework as an MBA candidate at Florida Atlantic University. Rich is a licensed Florida real estate broker. He resides in Boca Raton, Florida.

REPRESENTATIVE CLIENTS

- LNR Partners LLC
- Lone Star Funds
- Delaware North Corporation
- New Castle Hotels
- Rio Partners
- Valley View Bank
- Pacifica Companies
- Marx Realty
- Benenson Capital
- Torchlight Investors
- CW Capital
- Ocean Partners
- Lubert Adler
- Madison Properties LLC



Gerard Yetming

EXECUTIVE VICE PRESIDENT
Colliers International South Florida



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QUALIFICATIONS

Florida Real Estate License

CONTACT DETAILS

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AREA OF EXPERTISE

Gerard Yetming joined the South Florida offices of Colliers International in 2016, launching the firm's Urban Core division. As co-leader of this group, his team focuses on all product types in urban South Florida neighborhoods.

A dynamic and dependable commercial real estate broker with over 15 years of commercial experience, he has demonstrated success pioneering new, emerging brokerage practices in complex, non-traditional niches - including condominium conversions in the early 2000's and urban land in the early 2010's.

He has a proven track record for successfully executing capital market transactions, having been involved in \$7 billion of assignments including some of the largest and most complex transactions in South Florida. His recent focus on urban land assignments has resulted in \$1 billion of transactions over the past since 2012.

PROFESSIONAL ACCOMPLISHMENTS

- Achieved higher price per acre for any land sale in Florida (Epic East)
- Brokered sale of one of the largest multifamily condominium conversion portfolios in Florida (Morgan Portfolio)
- Represented owner in sale of largest single multifamily value-add property in South Florida (Resort at Pembroke Pines)

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to Colliers, he co-led the land and multifamily practice at CBRE South Florida. Additionally, Gerard served as Chief Investment Officer for The Federated Companies, a national real estate investment group that developed and managed over 7,500 units of residential housing with an aggregate value of over \$1.5 billion.

He received his Master of Business Administration with majors in Finance and Entrepreneurship from the Wharton School at the University of Pennsylvania in May 1999. Gerard also received a Bachelor of Mathematics with a concentration in Information Systems in May 1992 from the University of Waterloo in Ontario, Canada.



Michael Nissley

EXECUTIVE VICE PRESIDENT
MANUFACTURED HOUSING GROUP
Colliers International



michael.nissley@colliers.com

QUALIFICATIONS

Licensed Real Estate Broker
State of Florida

AFFILIATIONS AND MEMBERSHIPS

Manufactured Housing Institute
(MHI)

CONTACT DETAILS

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2385 NW Executive Center Dr.
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www.colliers.com

AREA OF EXPERTISE

Mike Nissley is an Executive Vice President and National Director of the Colliers Manufactured Housing Group and also leads the Marina Group. Mr. Nissley is responsible for execution of the team's marina and MHRV assignments. This includes strategic positioning of offerings, coordination of the financial and underwriting processes, and interaction with key decision makers within industry REITs, large institutional investment firms, family offices, developers and owner operators.

His unique understanding of both land sales & development as well as cash flow sales enable him to understand and clearly present complicated transactions. Mr. Nissley has been the integral part of more than \$2.0 billion of commercial real estate sales, including the recent closing of an 11-property Marina Florida portfolio that ranks as the largest-brokered marina transaction ever in the United States. In addition, Mr. Nissley has also sold the largest Marina portfolio in Canada for one of the largest Canadian pension funds.

BUSINESS AND EDUCATIONAL BACKGROUND

Before joining Colliers, he was the founder, national director & top producer and of the MHRV and Marina groups at CBRE for 10 years where he built the most dominant team in the industry. During his time at CBRE he expanded the manufactured housing group deeper into RV Communities and started the Marina Services Group.

Nissley began his career at Grubb & Ellis in Boca Raton, FL where he founded the national manufactured housing group, the first of its type in a major public commercial real estate company. Nissley quickly rose to become the top broker in the state of Florida for 3 consecutive years, top 50 broker in the US for 2 consecutive years.

Nissley earned a BBA in Business from Florida Atlantic University.



Kevin I. Morris

SENIOR VICE PRESIDENT
Colliers International



kevin.morris@colliers.com

QUALIFICATIONS

Florida Real Estate
Broker's License

CONTACT DETAILS

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AREA OF EXPERTISE

Spearheading the firm's Affordable Housing division, Kevin I. Morris brings more than 20 years of commercial real estate experience to his role for Colliers South Florida.

In the past ten years, he has narrowed his specialty, focusing on affordable housing property transactions. He has experience closing a broad range of project-based deals, including the Homeownership Assistance Program (HAP), Rural Development (RD 515), and Low-Income Housing Tax Credit (LIHTC) which included both General Partner interest transfers and fee simple sales.

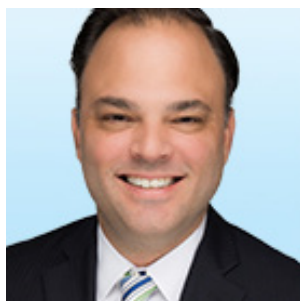
Building upon Kevin's foundation of knowledge and experience, the Affordable Housing division is positioned to help clients navigate the complexities of this niche property landscape - including strategic planning issues, development and tax matters, and intricacies of federal, state and local housing programs.

NOTEWORTHY RECENTLY-CLOSED DEALS

- Ramblewood Apartments / 14 Units HAP, Green Cove Springs, FL
- Landau Apartments / 80 Units HAP, Clinton, SC
- Center Court Apartments / 180 Units LIHTC, Bradenton, FL
- Pembroke Towers Apartments / 100 Units HAP + land, Pembroke Pines, FL

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers International South Florida, Kevin was Vice President of the Capital Markets Team for CBRE, also specializing in Affordable Housing transactions. Prior to CBRE, he worked for Marcus & Millichap, from 1996 to 2014.



Charles Badell MAI

MANAGING DIRECTOR | VALUATION & ADVISORY SERVICES
Colliers International



charles.badell@colliers.com

EDUCATION AND QUALIFICATIONS

MBA, Florida International University, Chapman Graduate School of Business

BABA, University of Florida, Warrington College of Business Administration

STATE CERTIFICATION

Florida

CONTACT DETAILS

DIR +1 786 517 4855

MOB +1 813 221 2290

Colliers International
South Florida, LLC
801 Brickell Avenue
Suite 850
Miami, FL 33131

www.colliers.com

AREA OF EXPERTISE

Charles Badell serves as Managing Director of Valuation and Advisory Service, with more than 17 years of Real Estate Appraisal and Consulting experience in South Florida counties of Miami-Dade, Broward, Palm Beach and Monroe.

He has extensive experience in financial analysis and valuation of commercial real estate throughout South Florida, including appraisal of fee simple, leased fee, and leasehold interests in real estate. Property types appraised include office, industrial, multi-family, retail, service-stations, hotels, self-storage facilities, assisted-living facilities, residential subdivisions, agricultural land, commercial land and proposed construction.

EXPERIENCE

- 2015-present: Colliers International Valuation & Advisory Services | Managing Director
- 2014-2015: Integra Realty Resources | Associate Director
- 2011-2014: Integra Realty Resources | Senior Analyst
- 2008-2011: Miami Appraisal Service | VP Commercial Division
- 1999-2011: Miami Appraisal Service | Staff Appraiser

PROFESSIONAL MEMBERSHIPS AND ACCREDITATIONS

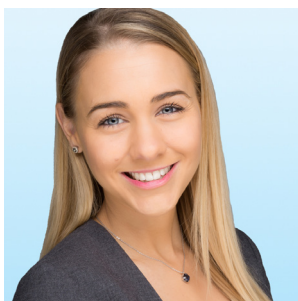
- Appraisal Institute Member (2011)
- Appraisal Institute Leadership Development Advisory Council (LDAC) 2012-2014
- Board of Directors, South Florida Chapter of Appraisal Institute (2016-current)

APPRAISAL INSTITUTE COURSES

- The Economic Engines of Miami-Dade County
- 7-Hour National USPAP Update
- General Demonstration Report-Capstone
- Advanced Income Capitalization
- Advanced Market Analysis and Highest and Best Use
- Advanced Concepts and Case Studies General Appraiser Report Writing and Case Studies

OTHER RELATED COURSES

- Appraisal of Self Storage Facilities
- Appraisal of Assisted Living Facilities
- Florida Appraisal Laws and Regulations
- Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting
- Appraising and Analyzing Office Buildings for Mortgage Underwriting



Verity Mosquera MBA

RESEARCH & CONSULTING MANAGER
Colliers International



verity.mosquera@colliers.com

EDUCATION AND QUALIFICATIONS

MBA, International Business
St. Thomas University

LLB Law
Anglia Ruskin University

AFFILIATIONS OR MEMBERSHIPS

Urban Land Institute (ULI)

CONTACT DETAILS

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DIR +1 954 652 4611
FAX +1 954 652 4637

Colliers International
South Florida, LLC
200 East Broward Boulevard
Suite 120
Fort Lauderdale, FL, 33301

www.colliers.com

AREA OF EXPERTISE

Accomplished business analyst and project manager, Verity Mosquera, uses her experience in analytics, leadership and international business to monitor the global economy and its impact on the commercial real estate market.

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers International, Verity worked for The Washington Economics Group, Inc., where she led a team of eight economists as Manager of Client Services to prepare detailed economic impact analyses of a number of high-profile transportation and real estate projects in South Florida including SkyRise Miami and All Aboard Florida. Other notable South Florida clients she has worked with include Tate Capital, Odebrecht, Miami-Dade Expressway Authority and the International Speedway Corporation.

Previously, Verity was a data analyst for Equity Insurance in Brentwood, UK, and served in the office of the Dean at St. Thomas University's School of Business in Miami Gardens, Florida.

Verity earned a Masters of Business Administration with a focus on International Business from St. Thomas University, and a Bachelor of Laws from Anglia Ruskin University's School of Law in London. Verity is currently earning her Commercial Property Research Certification (CPRC) through Colliers University.

PROFESSIONAL ACCOMPLISHMENTS

Verity played an instrumental role in the research, analysis and management of the following sample economic impact studies:

- Economic Impacts of the All Aboard Florida Intercity Passenger Rail Project
- The Economic Impacts of the MDX FY 2015-2019 Five Year Work Program: Providing Mobility Solutions to the Miami Dade County Community

COMMUNITY INVOLVEMENT

Verity has a passion for teaching and mentoring. While earning her MBA at St. Thomas University, Verity served as president of Future Business Leaders of America - Phi Beta Lambda and spoke numerous on business and women career issues. She is the recipient of the Outstanding Graduate Award and the Women in Leadership Award in recognition to her commitment to St. Thomas University.

Most recently, Verity served as an adjunct professor for Miami Dade College School of Business teaching Principles of Management to undergraduate students pursuing their Bachelor's degree in Business Administration.



Kris Mitchell CPMC

MARKETING MANAGER | SOUTH FLORIDA
Colliers International



kris.mitchell@colliers.com

EDUCATION OR QUALIFICATIONS

Commercial Property
Marketing Certification
(CPMC)

CONTACT DETAILS

DIR +1 954 652 4601
MOB +1 954 857 8240
FAX +1 954 652 4637

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AREA OF EXPERTISE

Kris has over seven years of experience in client service and marketing. As Marketing Manager, he is responsible for leading marketing for the South Florida region and supporting brokers and clients in four key marketing areas that include pitches & presentations, property marketing, positioning, and internal & external communications. He is also the content manager for the firm's South Florida website. Kris is responsible for site updates, maintenance and improvements, as well as, online lead generations and search engine optimization.

Kris has been instrumental in the creation and implementation of new marketing templates for the South Florida team. He also works alongside market leaders in creating digital and print advertising, including property, lead generation, recruitment and website campaign ads.

PROFESSIONAL ACCOMPLISHMENTS

- Introduced a cloud-based electronic signatures platform to improve efficiency and in turn, extend that great experience to our clients
- Created and implemented new marketing templates
- Improved overall SEO performance for the firm's website within three months of implementation including a 200% increase in organic page views
- Received his Commercial Property Marketing Certification (CPMC) through Colliers University

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers, Kris was the Store Manager for FedEx Office in Hollywood FL, where he oversaw the center's daily operations. His main goal as a store manager was to grow and develop his team as future leaders of the company. He also worked at Bank of America as a Customer Relationship Manager where he was responsible for allocating modifications for homeowners who are behind on their mortgage. Kris is currently pursuing his Bachelor's Degree in Advertising/Marketing. He also earned his Commercial Property Marketing Certification (CPMC) through Colliers University.

COMMUNITY INVOLVEMENT

Kris is actively involved in his Church Community. He served as a team leader for the Youth at his Church planning activities and events to help encourage young teens to be involved in music arts.

Kris also works with the church by participating in their community events such as the "Feed the City" and "Serve the City," to give back to less fortunate families and organizations.



Leah Dellis

MARKETING COMMUNICATIONS SPECIALIST
Colliers International South Florida



leah.dellis@colliers.com

EDUCATION

B.S., Management &
Communications
Rensselaer Polytechnic
Institute

CONTACT DETAILS

DIR +1 786 517 4994
FAX +1 786 735 3178

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AREA OF EXPERTISE

Based out of the Miami office of Colliers International, Leah Dellis is a Marketing Communications Specialist focused on development and implementation of strategic marketing and public relations opportunities with the South Florida brokerage teams.

With a diverse background rooted in commercial real estate, Leah has experience spanning transaction and portfolio management, consulting, marketing, public relations and CRE technology.

BUSINESS AND EDUCATIONAL BACKGROUND

Most recently as a Senior Account Manager at New York-based Hightower Inc., Leah managed the SaaS account relationship for a premier roster of CRE owners and their leadership teams. As the client-facing key representative on these accounts, she customized playbooks to create success targets and facilitate the end-to-end deployment of the platform, including data migration, user-reporting and structured feedback in conjunction with product support.

Prior to Hightower, Leah served in multiple roles within the New York office of Colliers International, first as a Director of the Tri-State Consulting Group and later, as Account Operations Manager with the Corporate Solutions team. While there, she was responsible for the ongoing support and management of multi-market transaction activities on behalf of Colliers Corporate

Solutions clients, liaising between the CS service lines and local market experts to drive informed portfolio analysis and planning.

Leah's career began in leasing and development, where she spearheaded the marketing program for a 1.7 million SF Class A office park in Albany, N.Y. There, she also project managed and bid out select capital improvement projects in the park.

Leah studied International Business at SDA Bocconi in Milan, Italy, and received a Bachelor of Science in Management with minor in Communications from Rensselaer Polytechnic Institute (RPI) in Troy, N.Y.

COMMUNITY INVOLVEMENT

Leah is an active volunteer with Climb for Memory, a nonprofit organization that supports research and awareness for Alzheimer's disease.

A transplant from New York City and fitness enthusiast, she also regularly participated in charity fundraising events for Team Dangerous, a community-focused fitness organization that gives back to health causes, such as the National Childhood Obesity Foundation and other similar localized causes.



Amanda McFarlane

ADMINISTRATIVE MANAGER | South Florida
Colliers International



amanda.mcfarlane@colliers.com

EDUCATION AND QUALIFICATIONS

B.S. Business Administration,
Post University

Notary Public

CONTACT DETAILS

DIR +1 786 433 5385

Colliers International
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www.colliers.com

AREA OF EXPERTISE

Amanda McFarlane is an Administrative Manager for the South Florida operations of Colliers International, based out of the Miami office. As our region continues to grow, Amanda provides the vital support and coordination for the operational side of our business, ranging from office equipment and purchasing, new-hire orientation, office events and vendor relationships, among others.

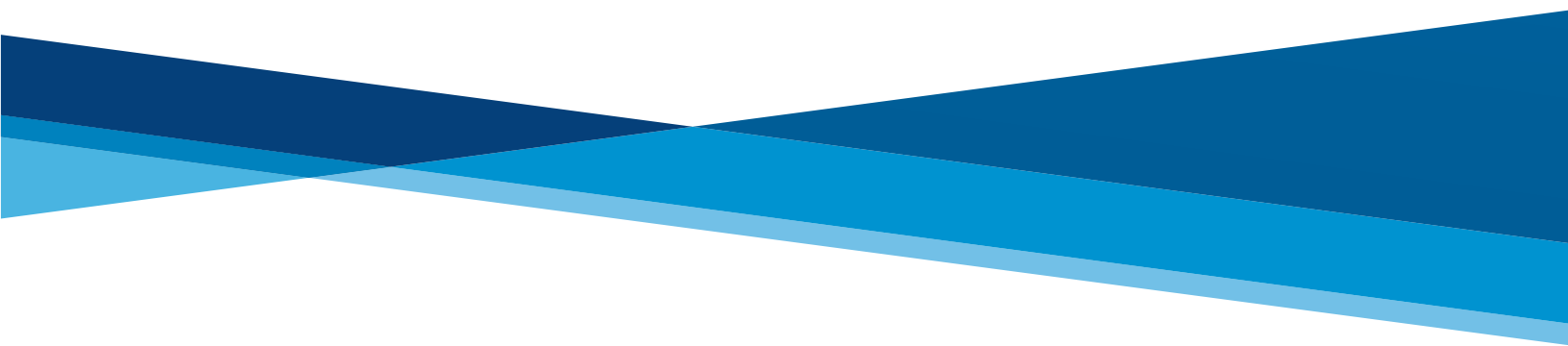
EXPERIENCE

Prior to joining Colliers, Amanda served as Office Manager for IDI Gazeley, a major investor and developer of logistics warehouses and distribution parks, where she oversaw all office operations, including budgeting, expense management and closely monitored and managed office equipment, subscriptions and the firm's local website, among other roles. She is organized and well-versed in the a wide-range of operational duties, experience she draws from prior roles as Office Manager with BG Architecture and Executive Assistant with DaVita Laboratories.

EDUCATION

Amanda holds a Bachelor of Science in Business Administration from Post University in Waterbury, CT, and is certified in Microsoft Project. Additionally, she is a Notary Public.

APPENDIX B





RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

THE BRANCH OFFICE HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

COLLIERS INTERNATIONAL SOUTH FLORIDA LLC

COLLIERS INTERNATIONAL SOUTH FLORIDA
200 EAST BROWARD BOULEVARD
SUITE 120
FORT LAUDERDALE FL 33301

LICENSE NUMBER: BQ2030083

EXPIRATION DATE: MARCH 31, 2018

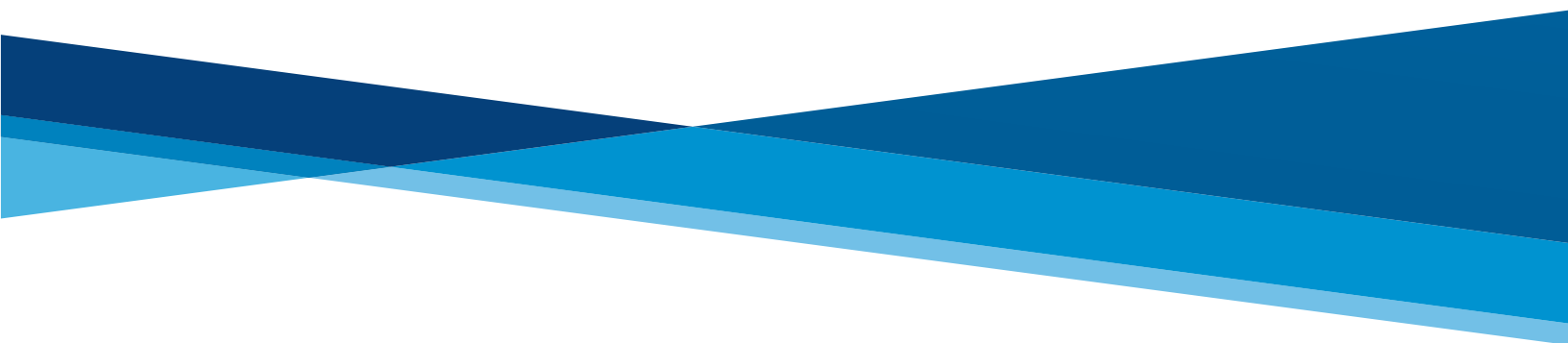
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APPENDIX C



COLLIERS INTERNATIONAL



Government Solutions *Specialized Real Estate Services*

Accelerating success.

Public Service

The government real estate sector is the largest in the United States. It's also the most complex because the government's procedures for acquiring, managing and disposing of real property are subject to layers of regulations, policy, legislation and executive orders. Making sense of it all can be challenging, but Colliers' Government Solutions team understands how to chart a path to successful execution. In everything we do, we apply a team approach, leveraging the depth and experience of Colliers' large and diverse global platform.

Our platform consists of six services specifically focused on government real estate: Leasing, Investment Sales, Property Management, Project Management, Appraisal and Tax Appeal.



Our Service Platform

LEASING

Colliers Government Solutions understands government acquisition regulations and the strict performance requirements of the federal lease form. Our team does more than just execute transactions – we pride ourselves on ensuring each lease’s long-term integrity. We stay abreast of all changes in government policy and procedure to advise our clients how to plan, budget, and position their properties to attract and retain federal tenants. Our mission is to provide integrated services that maximize property value and exceed our clients’ investment objectives.

PROJECT MANAGEMENT

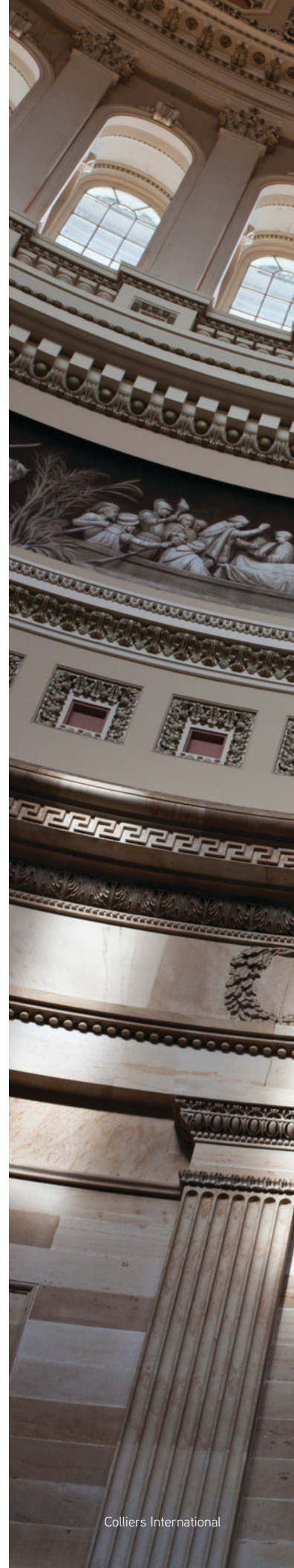
A unique feature of government leases is that they typically require that property owner to be responsible for the tenant’s buildout or alterations, both at the outset of the lease and throughout its term. Therefore, it’s essential to have a skilled project management team on call. Colliers Government Solutions provides professionals experienced with the unique challenges of government assignments, such as small business subcontracting, managing multiple stakeholders within GSA and the tenant agencies, and keeping to the schedule.

On-time completion is essential, especially when the government’s lease commencement is predicated on acceptance of their finished space. The Colliers team creates a positive and collaborative working relationship with the government early in the process, actively leading the technical aspects of the design, construction, and occupancy in order to achieve the project objectives. We also make life easy for all parties by planning and coordinating all project deliverables, approvals, budgets, schedules, control mechanisms, resource requirements and communications.

INVESTMENT SALES

To yield the highest value and best deal execution Colliers Government Solutions offers GSAXCHANGE, a team of sales professionals specializing solely in the sale of government-leased properties.

The GSAXCHANGE team accelerates clients’ success by providing a deep understanding of factors associated with government-leased real estate, utilizing local market knowledge and leveraging Colliers’ national presence. Our business strategy is geared to the acquisition and sale of government-leased properties nationally providing marketing exposure to thousands of government property owners and investors throughout the United States and overseas.





PROPERTY MANAGEMENT

As part of the Colliers Government Solutions platform our property managers are trained specifically to administer government leases and resolve common conflicts. We keep our management team abreast of changes in the government's leasing policy and we ensure our budgets anticipate future capital needs relating to evolving requirements. Most importantly, we manage properties well. Colliers Real Estate Management Services implements best practices learned from the management of more than 1 billion square feet worldwide.

APPRAISAL

Colliers Government Solutions valuation team is headed by a single point of contact, which leverages the industry-leading Colliers International Valuation and Appraisal Services organization, consisting of 25 regional hubs in the United States. Combine this with market research support from Colliers' 115 U.S. offices and our coverage is among the very best in the nation.

When you need accurate appraisals tailored to the unique features of government-leased properties, Colliers Government Solutions is the market leader.

TAX APPEAL

Teaming with Colliers Government Solutions provides a tax appeal offering tailored to the needs of government-leased property owners. The Colliers-McIntosh partnership combines its skills to ensure that the unique aspects of the government lease are valued—and taxed—appropriately. Flat rent structures, rolling termination rights, "subject to annual appropriations" clauses, building shell expenses, operating risk and other lease factors are addressed as part of the appeals process. Further, McIntosh leverages Colliers' national government sales database to support its tax reduction proposals. Colliers is the only U.S. firm to provide tax appeal services designed specifically for government property owners.

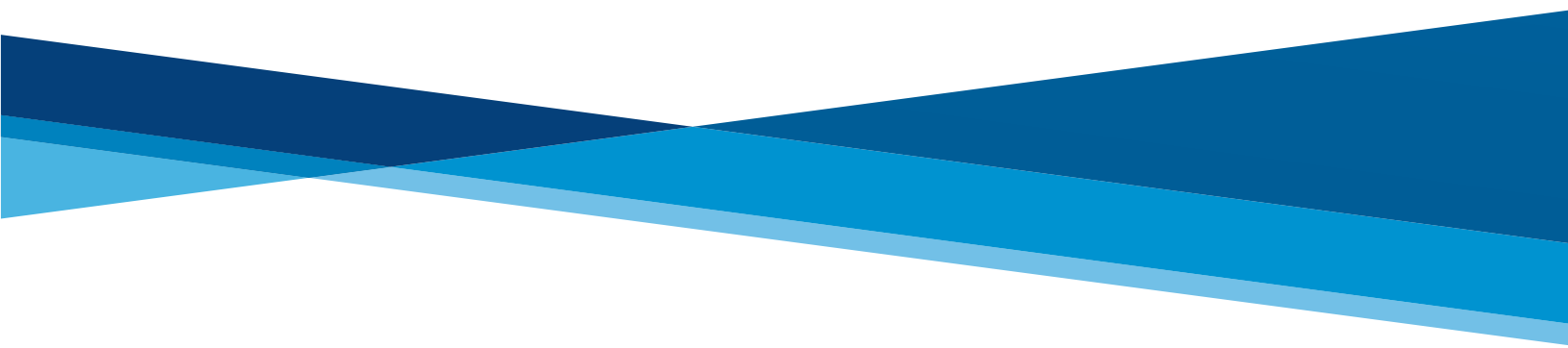




The responsibility of the development, marketing, and execution of every assignment is shared across the GSAXCHANGE team. By providing multiple points of contact to the investment marketplace, the GSAEXCHANGE covers the full spectrum of prospective purchasers of government-leased property across all regions of the country. Through our Sharepoint Investor Tracking and daily communication and collaboration across the team, we are able to provide the client with constant, real-time information and feedback from the marketplace that no other service provider can match. Your GSAEXCHANGE team constantly delivers:

- UNMATCHED MARKET KNOWLEDGE** - Across the entire spectrum of the government-leased asset marketplace.
- EXPERIENCED TEAM** - Our Team has executed multiple large-scale and complicated transactions and assignments.
- BUYER & SELLER REPRESENTATION EXPERIENCE** - We know BOTH sides of the negotiating table.
- PROGRAMMATIC APPROACH** - Disciplined, detailed and “Best Outcome” driven.
- FOLLOW-THROUGH AND ACCOUNTABILITY** - Transparency and communication throughout the assignment.
- COMMITTED TO MINIMIZING OR ELIMINATING RISK** - Allows the client to focus on their core business.
- PROVEN ANALYTICS** - Market knowledge and experience translates into reliable accuracy.

APPENDIX D





COLLIERS INTERNATIONAL
AFFORDABLE HOUSING GROUP

Seattle, WA

Irvine, CA

Fort Lauderdale, FL



EXPERTISE THROUGH SPECIALIZATION

With over \$2.6 billion in closed commercial multifamily transactions and a combined industry experience of 75 + years, the majority of which have been in affordable housing, the Affordable Housing Group has earned a strong reputation across the country. The Affordable Housing Group is regarded as one of the industry's leading HUD, LIHTC, and Affordable multifamily investment groups in this highly specialized community. The Affordable Housing Group has extensive hands-on experience in the sale of LIHTC and multifamily properties with Project Based Section 8, HUD Insured debt, state agency financed and value-add subsidies. By commanding industry expertise, the Affordable Housing Group is able to execute the sale and restructuring of the highly complex transactions with ease. The group's understanding of how the financing, rent subsidy contracts, use restrictions, state agency issues, sources of gap financing, property tax adjustments, and other elements of each property impact the value of the real estate has been essential to its success. In this, the Affordable Housing Group has a long history of successfully navigating through the maze of encumbrances, soft money sources, regulatory restrictions, and tenant income covenants to consummate the transaction and produce substantial value for the clients.



Underwriting & Due Diligence

We perform thorough evaluation of our client's properties, all financial statements, assess against local industry standards, and complete financial underwriting which presents the asset in the best possible light - all while maintaining credibility with potential purchasers. We skillfully identify hidden value that is typically not visible to others by bringing the strongest perspective on market trends, thorough understanding of the property, and effective analysis to bear. This translates into enhanced certainty in our transactions and the highest value possible in the market.

Client - Centric Approach

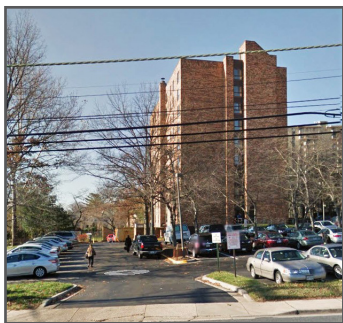
We understand that information is vital to every client. By combining experience and staying on the cutting edge of ever-changing regulations, trends, and market research, we deliver real expertise and in-depth understanding of our client's requirements and investment needs. We actively reach out to the community, using our nationwide network to ensure the best possible fit for the deal.

Customized Marketing Strategies

While marketing our client's properties, we leave no stone unturned until it has been exposed to all potential buyers and brokers. We regularly update our database of buyers through tracking public information of transactions with HUD and LIHTC properties. We utilize every medium of advertising technology and actively reach out to those in the industry to ensure that we find the best fit. Through this method, the Affordable Housing Group has consistently delivered multiple offers, creating a competitive bid environment in every one of our transactions.

AFFORDABLE HOUSING GROUP

The Affordable Housing Group Selected Transactions



Lakeview Apartments
10250 Westlake Dr, Bethesda, MD

Sale Price:	\$34,000,000
Units:	152
Price Per Unit:	\$223,684
Classification:	Section 8



Miracle Terrace
225 S. Western Ave, Anaheim, CA

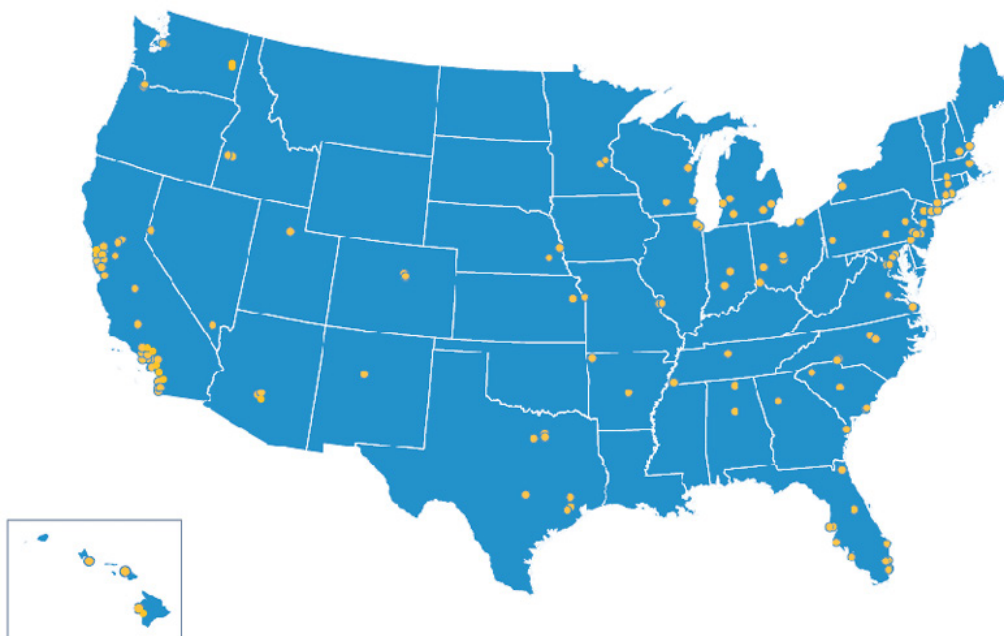
Sale Price:	\$37,250,000
Units:	179
Price Per Unit:	\$208,100
Classification:	HUD 236



Centre Court Apartments
4255 W, 52nd Place, Bradenton, FL

Sale Price:	\$12,250,000
Units:	180
Price Per Unit:	\$60,056
Classification:	LIHTC

At A Glance



Over **75+** Years
Combined Experience

\$2.6 Billion in
Affordable Transactions

300+
Affordable Closings

11,000+
Units Sold

The Affordable Housing Group Selected Transaction History

Village on the Green	264	\$49,500,000
Village on the Green Apartments	265	\$43,000,000
Miracle Terrace	179	\$37,250,000
Oak View of Sonoma Hills	208	\$35,500,000
Monterra Springs Apartments	111	\$30,100,000
Woodpark	128	\$22,250,000
Buena Vida at Town Center	115	\$21,500,000
Cypress Village	88	\$20,900,000
Bellflower Friendship Manor	170	\$19,149,999
Il Pompeii Luxury Apartments	111	\$19,000,000
Norwalk Christian Towers	185	\$19,000,000
Renaissance Park	127	\$18,500,000
Harborscape Apartments	88	\$16,500,000
Pebble Cove	112	\$16,500,000
Buckingham	83	\$15,500,000
Vista Alicante	100	\$14,350,000
Spokane Portfolio	168	\$12,500,000
Country Club Apartments	91	\$10,200,000

Lakeview Apartments	152	\$34,000,000
Crestview Apartments	1000	\$32,000,000
Washington State Portfolio	151	\$29,200,000
Hanover Square	199	\$27,000,000
Viewpoint Senior Apartments	114	\$20,000,000
Key Largo Apartments	132	\$16,000,000
Las Brias Apartments	120	\$14,500,000
Triangle Terrace	75	\$13,500,000
Meridian Manor	101	\$12,050,000
Indio Gardens	150	\$10,200,000
Liguitti Senior Apartments	139	\$9,100,000
Elise Mason Manor	150	\$7,500,000
Whitney Young	200	\$7,400,000
Omaha Amber Apartments	150	\$5,800,000
Briarwood Apartments	100	\$4,500,000
Silver Lake Apartments	88	Confidential
Square Apartments	86	Confidential
Orange Gardens	160	Confidential



AFFORDABLE HOUSING GROUP

**JAMES T. LAMPMAN** | Senior Vice President | Affordable Multifamily Specialist

Seattle, WA Office | 206-233-1434 | james.lampman@colliers.com

Jim has over 30 years of commercial real estate experience specializing exclusively in affordable housing real estate nationwide. His expertise includes all forms of multi-housing for seniors - both affordable and care facilities - as well as affordable housing for families. From assets under IRS Section 42 Low Income Housing Tax Credit (LIHTC) properties to federally subsidized properties under HUD's Section 8 program, Jim has substantial experience working a variety of deal types.

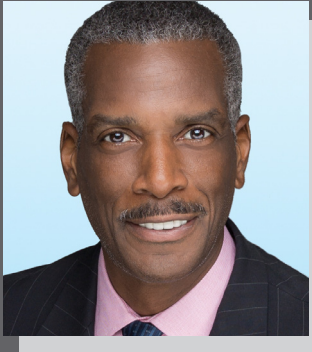
Jim has transacted over 250 affordable housing deals spanning across more than 28 states. His team's sole focus is on marketing of expiring LIHTC projects coming out of tax credit usage and the preservation of Section 8 projects. Throughout his career, Jim has developed a broad database of owners and buyers by monitoring all Section 42 LIHTC and Section 8 Project ownership and buyers nationwide. In this manner, Jim is able to consistently find the most suitable and qualified buyer for each property that he represents.

**JOHN L. NGUYEN** | Senior Vice President | Affordable Multifamily Specialist

Irvine, CA Office | 949-724-5581 | john.l.nguyen@colliers.com

John serves as a Senior Vice President for Colliers International. John specializes in HUD-Affordable transactions and is a HUD-Affordability Multifamily Specialist with the Affordable Housing Group. After making his mark as rookie of the year and consistently ranking as one of the top multifamily agents at another national brokerage firm, John paved the direction of his team towards affordable housing because of the inefficiencies in the marketplace. Since his team's sole focus on affordable housing, they have been able to provide best in class service.

John is regarded as one of the industry's leading HUD & Affordable multifamily investment group in this highly specialized community. John has extensive hands-on experience in the sale of multi-family Project Based Section 8, HUD-Insured, state agency financed, and value-add subsidized properties. By commanding industry expertise, John is able to execute the sale and restructuring of the highly complex transactions with ease. His understanding of how the financing, rent subsidy contracts, use restrictions, property taxes, and other elements of each property, impact the value of the real estate and has been essential to his success and long history of consistently producing substantial value for the clients.



KEVIN I. MORRIS | Senior Vice President | Affordable Multifamily Specialist

Fort Lauderdale, FL Office | 954-652-4626 | kevin.morris@colliers.com

Kevin brings more than 20 years of commercial real estate experience to his role in the Affordable Housing Group. In the past 10 years, he has narrowed his specialty to focus solely on affordable housing transactions. Kevin has experience closing a broad range of project-based deals, including the Homeownership Assistance Program (HAP), Rural Development (RD 515), and Low-Income Housing Tax Credit (LIHTC) which includes both General Partner interest transfers and fee simple sales.

With his foundation of knowledge and experience combined with the Affordable Housing Group platform, Kevin is positioned to help clients navigate the complexities of this niche with expertise. Kevin's in-depth understanding of strategic planning issues, development and tax matters, and the intricacies of federal, state, and local housing programs are just a few of the aspects that set Kevin apart from his competitors.



JESSE ELSANHUTY | Vice President | Affordable Multifamily Specialist

Irvine, CA Office | 949-724-5590 | jesse.elsanhuty@colliers.com

Jesse has more than 7 years of successful experience and increasing responsibility. He began his career focusing on the sale of multifamily properties in Southern California; however, after just a few years, Jesse recognized a demand in communities across the nation for affordable housing specialists. He joined the Affordable Housing Group and re-positioned his target to the brokerage of project-based Section 8 properties and government subsidized housing.

Jesse has made a name for himself with his ability to consistently meet and exceed client expectations and demonstrate a keen knowledge of his product type. While he has represented a wide spectrum of owners from principals to public and private institutions, investors and syndication groups, state agencies and housing authorities, Jesse's true expertise lies within representing nonprofit organizations. He understands the intricacies of working alongside decision makers to form a plan that will help to preserve the legacy of the property, while also maximizing the value.

AFFORDABLE HOUSING GROUP

The Affordable Housing Group Selected Transactions

**SIERRA MARANGOLA** | Client Services Coordinator

Irvine, CA Office | 949-724-5591 | sierra.marangola@colliers.com

Sierra serves as the Client Services Coordinator for the Affordable Housing Group. With an in-depth background in marketing, graphic design, and client relations, Sierra has been integral in fostering the growth of the Affordable Housing Group.

As the Client Services Coordinator, Sierra collaborates with all parties in the transaction for an efficient transaction process. Before escrow, she works closely with both buyer and seller representatives to ensure that all required documentation is in good order for a smooth transition throughout the transaction process. Active involvement continues during escrow; general oversight, tracking, coordination of all due diligence materials, coordination between escrow companies and mortgage brokers, and tending to client needs and requests are just a few of the ways that Sierra is involved.

**MARGUIE DELGADO** | Client Services Coordinator

Fort Lauderdale, FL Office | 954-652-4625 | marguie.delgado@colliers.com

Marguie serves as a Client Services Coordinator for the Affordable Housing Group at it's Fort Lauderdale office. With experience in commercial real estate research, Marguie strengthens the core research group with a focus on Affordable Housing and provides brokerage support.

Marguie provides support for the group by gathering and analyzing data to create focused market reports, as well as gather property due diligence for client deliverables. She spearheads the planning and implementation of direct mailing campaigns in strategic targeted markets to raise awareness of the group and its transactions. Marguie also supports sales associates with the use of industry software platforms and conducts business development outreach based on her prospect data.

The Affordable Housing Group Selected Transaction History



PETER KOHLY | Research Analyst

Irvine, CA Office | 949-724-5595 | peter.kohly@colliers.com

Peter joined the Affordable Housing Group as a Research Analyst. With a background in both commercial real estate and finance, Peter is a well-rounded addition to the group.

Peter's main function is to conduct nationwide market research. Keeping a finger on the pulse of overall market behavior, Peter understands national trends as well as the intricacies of local markets. He maintains the property database and ensures the accuracy of all its information. In addition to research functions, Peter provides support to the Client Services Coordinator in marketing and client services efforts.



MARNIE MILLER | Underwriter Analyst

As the Underwriter Analyst for the Affordable Housing Group, Marnie plays an important role in the beginning stages of prospective projects.

Working closely with the brokers, Marnie determines the financial feasibility of prospective projects by preparing financial analysis and operating pro-formas, as well as development budgets. Using her years of experience, Marnie is diligent in her analysis and consistently delivers the best possible value estimates for a project.

Marnie's extensive knowledge of this field stems from her experience in the financing and execution of over \$1 billion in project transactions.



CONTACT DETAILS

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