

AGREEMENT

PURCHASE AUTHORIZATION SERVICES AGREEMENT

This Purchase Authorization Services Agreement is made as of February 5, 2024 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and CBRE, Inc., Tampa, FL ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County is authorized to purchase goods and services based on pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

WHEREAS, the County has elected to utilize resulting pricing of the cooperative procurement or solicitation issued by Florida Department of Management Services, Contract No 12/13-007A; ("Bid") for Pinellas County Contract No. 24-00026-PB Development Advisory Services - Downtown Clearwater & New Headquarters Facility; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, other applicable law, or any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's

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quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from County Administrator, or designee.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

Initial Term - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.

- A. **Term of Performance** - The parties may extend this agreement in conjunction with any extensions made to the cooperative procurement by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the cooperative procurement contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement.

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6. Compensation and Method of Payment

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$1,569,000.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit E, upon submittal of an invoice as required herein.
- C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes.
- E. **Payments and Invoicing**- Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit C attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Survivability

Costs associated with purchases using the authority provided by this contract will survive the contract itself operating under the contract terms and conditions. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the cooperative term contract by more than 12 months. Invoices may be billed for these costs on an "in arrears" basis for an additional 12 month period beyond the contract expiration.

8. Personnel

- A. **E-Verify** - The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor

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acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

- B. Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section Termination – Contractor Default Provisions and Remedies of County – Events of Default shall apply if minimum required staffing is not maintained.

9. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a “Contractor Event of Default” hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

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B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

10. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

11. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

12. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

13. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

14. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

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If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

15. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

16. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability**- Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes**- The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

18. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

19. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

20. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the County Administrator or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to CBRE, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

21. Subcontracting/Assignment

A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment** -

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

22. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

23. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

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For County:

Attn: Kevin Knutson; KKnutson@pinellas.gov

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: ~~Mike DiBlasi; mike.dibiasi@cbre.com~~ Tommie Reilly - Managing Director; tommie.reilly@cbre.com

~~101 E. Kennedy Boulevard~~

1 Independent Drive

Suite 3000

~~Suite 1500~~

Jacksonville, FL 32202

~~Tampa, FL 33602~~

24. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

25. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

26. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

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The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

28. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

29. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

30. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

31. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

32. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

AGREEMENT**33. Order of Precedence**

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed.

- A. Pinellas County Purchase Authorization Agreement
- B. Exhibit E – CBRE Proposal
- C. Exhibit A – Additional Contract Terms and Conditions
- D. Exhibit B - Insurance Requirements
- E. Exhibit C – Payment/Invoices
- F. Exhibit D – Dispute Resolution for Pinellas County Board of County Commissioners in Matters of Invoice Payments
- G. Exhibit F - Florida Department of Management Services, Contract No 1213-007A

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

34. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida **PINELLAS COUNTY** acting by and through the

Board of County Commissioners

By:



Signature

Barry Burton

Print Name

County Administrator

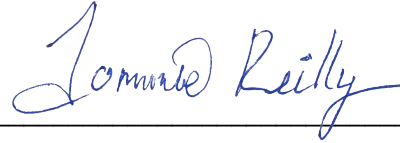
Title

February 5, 2024

Date

CBRE, Inc.

By:



Signature

Tommie Reilly

Print Name

Managing Director

Title

1/18/2024

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

AGREEMENT**EXHIBIT A – ADDITIONAL CONTRACT TERMS AND CONDITIONS****Introduction**

CBRE, Inc., (“Contractor”) has reviewed the Purchase Authorization Services Agreement (“Agreement”) provided by Pinellas County (“Client”) for Development Advisory Services, Downtown Clearwater & New Headquarters Facility, and related work. Contractor is submitting this memo to propose additional language to the Agreement.

Comments

Contractor would like to explore the possibility of adding provisions similar in intent to the below:

1. Hazardous Materials; Pre-existing Conditions. Client acknowledges that Contractor is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). Notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a project or any property of the Client. Contractor shall not be responsible for detecting, handling, removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by the Contractor. “Hazardous Materials” shall mean any hazardous material or substance which is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” pollutant, or contaminant under any applicable law, and shall include laboratory wastes, medical wastes, biohazardous wastes, contaminated clothing, body fluids, contaminated medical instruments and equipment, catheters, used bandages, gauzes, needles and other sharp instruments.

2. Other Pre-Existing Conditions and Defects. Contractor shall not be responsible for detecting or remediating any pre-existing conditions at any property or other site of the Client that may adversely affect the operations, maintenance or use thereof or the health or safety of persons or property.

Contractor shall not be responsible for detecting or remediating any structural or latent defects or other defects in design or construction of a facility or manufacturing defects in equipment at a property, whether pre-existing or arising during the term of this Agreement.

3. Waiver of Indirect Damages. Notwithstanding anything to the contrary contained herein, neither Client nor Contractor shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive or other exemplary losses or damages, whether in tort, contract or otherwise, regardless of the foreseeability or the cause thereof, that would not otherwise be covered under the standard liability or property insurance forms required of the parties hereunder.

4. Project Management Acknowledgement. The Parties acknowledge and agree that the Services, to the extent as they relate to the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by Client to perform work on the Project (“Construction Professionals”), will be limited to overseeing and managing the work of the Construction Professionals. Contractor will review Project documents and require such changes as are necessary so that such documents are in the name of Client, and all warranties run in favor of Client. Client acknowledges that the work product provided by Construction Professionals will be the responsibility of such persons and that Contractor does not warrant or guaranty, and will not be liable with respect to, their performance or work product. Contractor will not be liable for design techniques or procedures employed by any third party including Construction Professionals providing design or other services in connection with the Project, or construction means, methods, techniques, sequences or procedures. All agreements with Construction Professionals shall be entered into by Client directly. In contracts with the Construction Professionals, Contractor shall be named as an additional indemnified party and an additional insured under the Construction Professional’s liability insurance.

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. INSURANCE

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

AGREEMENT

- 1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County.
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

1) Workers' Compensation Insurance Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

AGREEMENT

2) Commercial General Liability Insurance including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

3) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 10,000,000
General Aggregate	\$ 10,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

Property Insurance Vendor will be responsible for all damage to its own property, equipment and/or materials.

AGREEMENT

EXHIBIT C - PAYMENT/INVOICES**PAYMENT/INVOICES:**

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT**EXHIBIT D - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.



EXHIBIT E - PROPOSAL NOVEMBER 9, 2023
REV. JAN 8, 2024



Proposal for

Development Advisory Services: Downtown Clearwater & New Headquarters Facility

Table of Contents

4	Introduction
7	Pinellas County Next Steps
28	Additional Tasks
30	Compensation Proposal
32	Sample Headquarters & Mixed Use Development Case Studies
50	Your team



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CBRE, Inc.
Advisory & Transaction
Services

101 E. Kennedy Boulevard
Suite 1500
Tampa, FL 33602

leeann.korst@cbre.com
+1 850 251 9319

mike.dibiasi@cbre.com
+1 813 495 4696

November 9, 2023

Kevin Knutson
Assistant County Administrator
Office of the County Administrator
(727) 464-3485 | kknutson@pinellas.gov

Dear Kevin,

On behalf of CBRE, Inc., (CBRE) thank you for the opportunity to provide you with this proposal to provide real estate advisory and transaction services in support of the disposition and redevelopment of County-owned parcels in downtown Clearwater, and the development of a new headquarters campus.

We offer a number of advantages and benefits to engaging CBRE for this project:

- Track record of success advising similar municipal and mission-oriented clients throughout Florida in achieving their community and financial goals on redevelopment projects.
- World's broadest commercial real estate services platform to provide proven experts in all aspects of project development to benefit the County. We put subject matter experts on your side of the table to help the County assess and evaluate developer technical and financial proposals.
- Public sector specialists from CBRE's Public Institutions & Education Solutions practice, providing best practices and advice from 15+ recent public-private partnerships and redevelopment projects locally, regionally, and nationally.
- A bias to action that keeps us focused on moving your project forward and our interests aligned with yours. We are intrinsically motivated by the successful completion of your project and will maintain positive momentum to avoid languishing and missed opportunities.

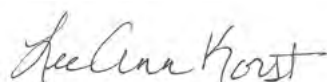
This proposal is offered under the competitively procured and attached Contract # DMS-12/13-007A By and Between CBRE, Inc. and the State of Florida, Department Of Management Services for Tenant Broker & Real Estate Consulting Services. As per clause 2.1.3, Real Estate Services as quoted below, Pinellas County is an Eligible User (defined in Section 1.1) and therefore may use this contract as an existing competitively procured mechanism to engage CBRE for the referenced services:

"2.1.3. Real Estate Services.

An Eligible User may purchase additional services related to real estate management, support, operations, or other similarly related services. The Eligible User will provide a detailed Scope of Services, timelines for performance, business strategies, and desired pricing model for the needed service. Related real estate consulting and transactional services include, but are not limited to, relocation services, project management services, acquisition services, sale, lease, or disposition of properties, trading or swapping of properties, strategic consulting, real estate financial services, facilities management services, etc. Tenant Brokers will provide the Eligible User a quote in the format/method desired by the Eligible User which can be either a commission based quote, a flat fee for services quote, or an hourly rate quotes at the rates at or below those indicated in this contract."

We look forward to answering any questions you may have regarding the following proposal and are able to move quickly. When we are engaged, the County has our personal promise that our partnership will be governed by CBRE's RISE values: Respect, Integrity, Service, Excellence.

Sincerely,



Lee Ann Korst, Senior Vice President
CBRE Public Institutions & Education
Solutions

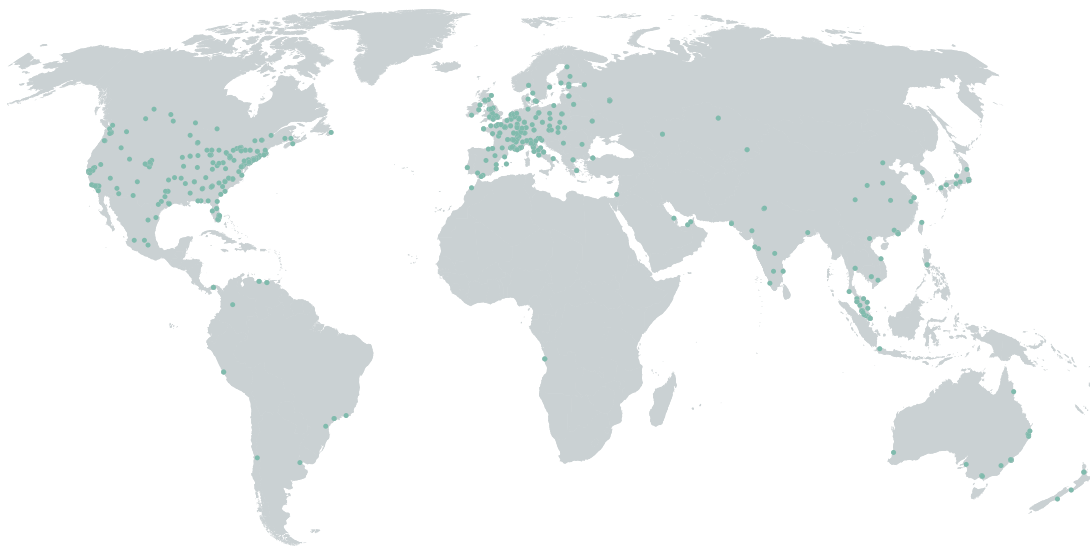


Mike DiBlasi, Managing Director
CBRE Tampa

Introduction

CBRE, Inc. (NYSE: CBRE), a Fortune 500 and S&P 500 company headquartered in Dallas, Texas is the world's largest commercial real estate services and investment firm (in terms of 2022 revenue). The company offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting.

Trusted by 90% of the Fortune 100 and over 100 public sector clients



#1

Most admired real estate company for 9 years in a row by Fortune

10

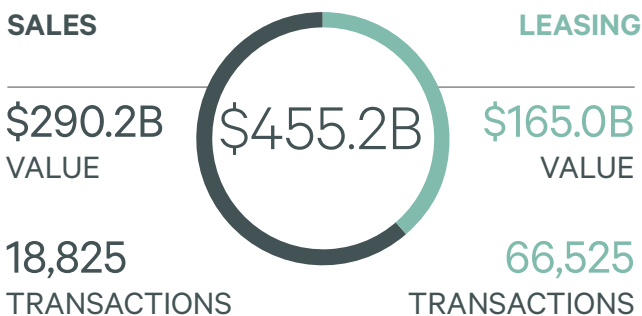
years consecutively one of the world's most ethical companies by Ethisphere

#135

on the Fortune 500 list

Worldwide Business Activity 2022

Total Transaction Value



Management Portfolio



500+
OFFICES

115,000+
EMPLOYEES

100+
COUNTRIES

Florida's #1 Commercial Real Estate Services Firm

State-wide Coverage & Leadership

1700
employees

11
offices

50
years

#1

global market position in

- ✓ leasing
- ✓ property sales
- ✓ property management
- ✓ valuation

\$18.8B
2022 transaction
volume

\$9.2B
2022 sales
volume

\$4.7B
2022
leasing
volume

100+ AREAS OF
SPECIALIZATION.

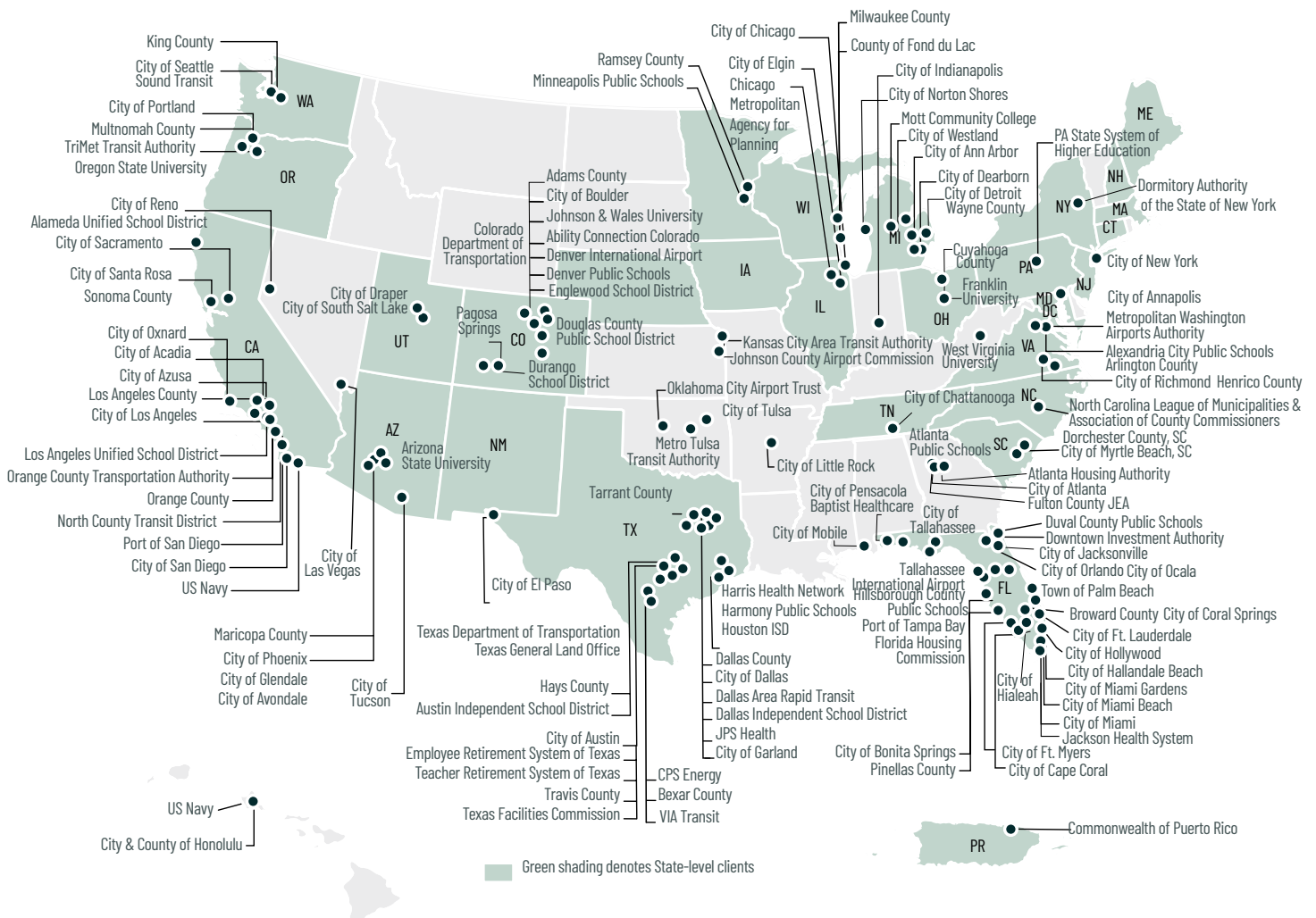


**ONE POINT
OF FOCUS—
BRILLIANT
SOLUTIONS FOR
OUR CLIENTS.**

Advising public sector land owners and occupiers nationwide

The CBRE Public Institutions & Education Solutions (PIES) team is the leading provider of real estate services to local governments in Florida. These entities are typically the largest single landowner in any particular market and frequently seek out CBRE’s expertise in structuring and brokering development projects that solutions for operational and mission critical uses. In some cases these projects can also provide revenue and high quality amenities to their communities. In the last two years, the team has generated over \$3B in revenue for local government landowners who have engaged CBRE to solicit developers and operators on their behalf. CBRE is currently representing clients on six government headquarters projects in the Southeastern United States ranging from 100,000 SF to 500,000 SF.

These projects have significant community interest and input, are transformational to local citizens, and provide uses and amenities to benefit the community.





Pinellas County Next Steps

New Headquarters Facility

This proposal is divided into two sections: first, our approach to continue to support the County's efforts to responsibly and effectively develop a new headquarters facility/campus at a future location to be selected by the County. Second, our approach to help fund future development by monetizing current owned properties.

In support of the County's goals to develop a new headquarters facility, our proposal includes the following goals and tasks:

- Support County Commissioner decision-making process related to site planning and development considerations at a new consolidated headquarters facility/campus
- Support the County in the acquisition of a future site
- Recommend a phasing plan to relocate County staff
- Execute the best financing and delivery approach for a new headquarters facility
- Maximize the County opportunity while controlling your risk in the project
- Support your negotiation with any third parties to deliver a defensible, fair, and beneficial project
- Protect your interests during pre-construction and construction

Background

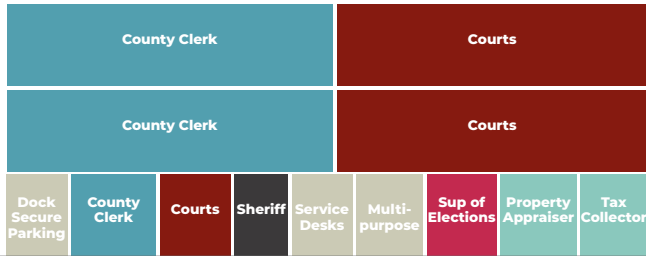
The County and CBRE have collaborated to plan for the relocation of County facilities from the downtown Clearwater locations to a new consolidated facility in a new location. In partnership with Gensler, the team has delivered a program and adjacency study to estimate the amount of square footage required, and the optimal configuration of County departments based on work function, levels of public interaction, staff collaboration, and other factors.

CBRE and Gensler provided the County with our findings in a series of reports in late 2022 and mid-2023 estimating that 317,500 SF of office space across three low-rise buildings in a campus-style setting would appropriately and cost-effectively meet the County's needs. CBRE has also conducted extensive market surveys to identify market available properties as well as County-owned facilities that the County may consider for its new site.



Development Services

HC: 321
GSF: 62,000



Justice & Recording

HC: 459
GSF: 135,000



Administration

HC: 490
GSF: 120,500

Following the surveys and market analysis, Pinellas County has identified the 13600 Icot Blvd site as the preferred location for the new County campus.

Gensler provided a massing study of the site to confirm that the program could be accommodated, and prepared the suggested program demonstrating practical consolidations of departments per the diagrams on the left.

Subject to Board of County Commissioner concurrence, the County seeks to move forward with more detailed site planning for the future facility, and begin to contemplate the market engagement process necessary to deliver the future vision at Icot.

Phase 1: Site Analysis & Continued Planning:

Following Commissioner selection of the future headquarters site, the CBRE team will work to support the County's next steps in gathering Commissioner feedback regarding the future plan for the site. Understanding preferences such as parking, future development capacity at the site, additional County Department consolidations, and other items will enable the County to incorporate these preferences into the site plan for the property that is inclusive and reflective of Commissioner priorities.

The CBRE team will support the County's process accordingly:

Board of County Commissioners Charrette

The CBRE team will lead individual and/or Commission workshop sessions with each Commissioner to hear preferences, constituent concerns, and other feedback about functionality at the new facility.

Scenario and Phasing Development

Based on Commissioner feedback, plus awareness of applicable zoning and other regulations, the CBRE team will develop 3-4 scenarios for County consolidation on the selected site. Scenarios will be diagrammatic to indicate building massing, site entry and exit, parking, and programmatic blocking. Scenarios will be presented with phasing options and take into consideration optimizing citizen convenience and accessibility, neighborhood context, site constraints, user experience, and possibility for accommodating private users on the site.

User Experience mapping

In order to plan for the best user experience for citizens and County employees, Gensler will codify experience principles for the new campus based on preferences previously expressed by County Staff through interviews, as well as best practices in similar facilities. The team will simulate the aspirational experience of facility users, in this case public visitors (applicants, people with court business, etc.) and staff. We will: identify 5 kinds of visitors to map (at least 1 per building); map their circulation patterns; and update massing diagrams showing use and precedent imagery showing the journey flow to illustrate the campus user experience.

Report

The CBRE team will develop recommendations for the new County campus at the selected site based on the prior work. One draft and one final version based on comments will be provided.

Phase 1 Deliverables

New Headquarters

- 6-7 in person Commissioner meetings, workshops and/or presentations
- 3-4 development scenarios with phasing and massing
- 5-6 visitor experience maps with precedent images
- Final Report

Our approach:

Phase 1: Site Analysis and Continued Planning

Phase 2: Solicitation Development & Market Engagement

Phase 3: Proposal Evaluation & Review

Phase 4: Negotiation & Transaction Execution

Phase 1 Schedule

The following schedule for Phase 1 outlines CBRE and Gensler’s work for the site development, user experience mapping, and Board of County Commissioners engagement for the future headquarters site.

This stage is expected to take approximately 11 weeks, concurrent with the Phase 1 work for the downtown Clearwater sites, and continue to advance the project.

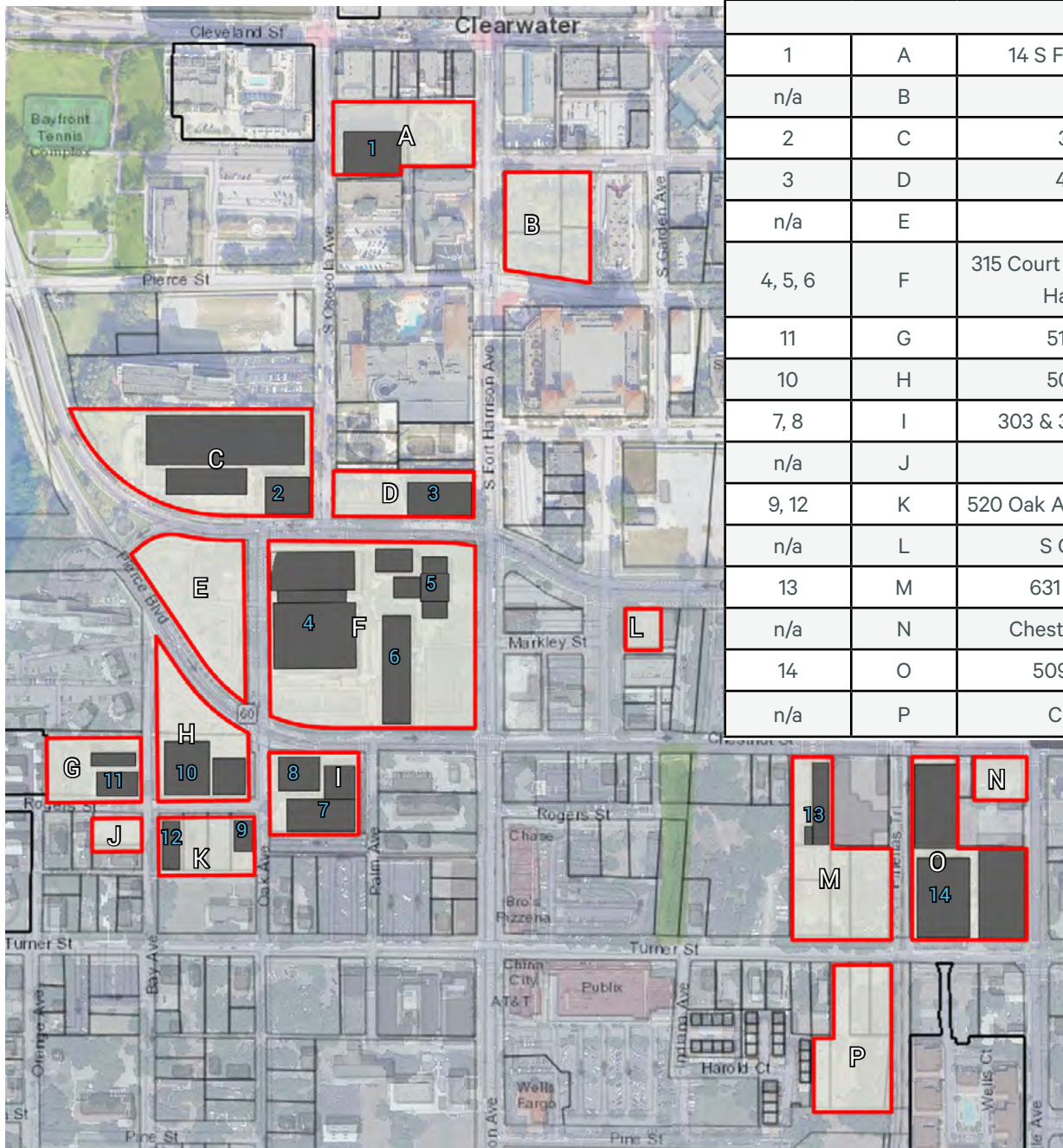
Phase 1 Tasks		Weeks												
		1	2*	3	4	5*	6	7	8	9	10	11		
NEW HEADQUARTERS														
1	Preparation for in-person charrettes with County Commissioners													
2	In-person charrettes to County Commissioners													
3	<ul style="list-style-type: none"> - Visitor type identification and research, entry/locations and major touch point identification - Identification of 3-4 site scenarios - Phasing opportunities by building and public use 													
4	<ul style="list-style-type: none"> - Site and massing plan development for 3-4 scenarios by phase - Precedent image selection, benchmarking 													
5	<ul style="list-style-type: none"> - Journey mapping 													
6	New County Campus report													
7	Phasing & scenario refinement													
8	Report drafting and delivery + presentation													

**Tasks scheduled for Week 2 will be conducted in person; these dates may shift based on US Holidays and the Board of County Commissioner meeting schedule*

Pinellas County Next Steps

Downtown Clearwater Redevelopment:

Pinellas County owns multiple properties in downtown Clearwater and previously engaged CBRE to prepare a comprehensive analysis of development potential and potential value of the buildings and land parcels listed and shown below. This is interrelated to the previous headquarters planning effort as the redevelopment of these properties will help offset the cost of the new headquarters facilities.



Building #	Parcel Letter	Address
1	A	14 S Ft Harrison Ave
n/a	B	Park St
2	C	310 Court
3	D	440 Court
n/a	E	Court St
4, 5, 6	F	315 Court St, 324 & 400 S Ft Harrison Ave
11	G	510 Bay Ave
10	H	501 Bay Ave
7, 8	I	303 & 333 Chestnut St
n/a	J	Bay Ave
9, 12	K	520 Oak Ave & 201 Rogers St
n/a	L	S Garden Ave
13	M	631 Chestnut St
n/a	N	Chestnut & S Myrtle
14	O	509 S East Ave
n/a	P	Chestnut St

In support of the County's goals to monetize owned property in downtown Clearwater, our

proposal includes the following goals and tasks:

- In coordination with Pinellas County and the City of Clearwater, conduct public meetings to gather stakeholder feedback on desired amenities, land use, and other factors of redevelopment in downtown Clearwater
- Recommend a phasing plan to engage the market strategically to optimize revenue and avoid flooding the market with all of the properties at once
- Structure a procurement process that will evaluate proposals based on their contribution to downtown Clearwater and bind the successful developer(s) to deliver the improvements promised
- Capitalize on the favorable market conditions for development in Florida and the Sun Belt
- Maximize the opportunity while controlling your risk in the project
- Support your negotiation with the developer(s) to deliverable defensible, fair, and beneficial projects
- Ensure the projects deliver the maximum economic benefit for the County and corresponding benefits for the City

Phase 1: Phasing Plan & Stakeholder Engagement

In Phase 1 for downtown Clearwater, the CBRE team will:

- Develop a phasing plan to:
 - Relocate County staff out of downtown Clearwater in alignment with future construction of the new headquarters facility
 - Accelerate improved citizen services (e.g. development services constructed first)
 - Begin realizing revenue from the redevelopment of downtown Clearwater parcels
- Obtaining stakeholder buy-in regarding future mixed use development on the vacated properties in downtown Clearwater
- Preparing to execute the agreed-upon strategy

The CBRE team will provide the following services:

1. Scenario and Phasing Development

Based on consultation with County and CBRE's local market knowledge and Gensler's knowledge of office, retail and housing design trends plus awareness of applicable zoning and other regulations, the team will create three development phasing scenarios for the 14 properties. Scenarios will be conceptual to indicate program uses as well as potential economic and community development opportunities. Ideas will be informed by input from the public engagements.

2. Intercept interviews

The CBRE team will set up an informational table near the entry of two County buildings and spend 4-6 hours engaging the public in a survey on what the vacated spaces might become. These findings don't have to be binding based on County discretion, but should conceptually be integrated into future offering documents to incorporate local desires and facilitate future development approval.

3. Public Workshops & Focus Groups

Downtown Clearwater: Public Workshop

The CBRE team will facilitate a public 2-3 hour workshop with registration required in advance and attendance capped at 80. Invitation and inclusion of community groups will be prioritized. The session will be held in the early evening to encourage public participation.

Downtown Clearwater: Focus Groups

The CBRE team will lead two in-person focus groups: one for the City of Clearwater and one for another suggested organization(s), i.e., Chamber of Commerce. These focus groups will occur during the day and will last for 90 minutes each.

We assume that logistics and coordination support relative to facility procurement, food and refreshments, translation, or childcare services would be provided by County planning staff. The team assumes logistic support (including venue rentals, food/drinks, and other costs related to event logistics) will be provided by the County as needed for in-person engagements. The team will rely on the County for event promotion on their website, social media channels, and on site recruitment. The team will capture feedback and create a summary document.

4. Report

The CBRE team will build a final report that includes the recommendations, including massing and phasing scenarios, for the new County campus as well as recommendations for the best use of the vacated buildings and development phasing in downtown Clearwater. The report will tell a cohesive story between where the County is heading and what they are leaving behind, all for the optimal benefit of the citizens of the County and City of Clearwater. The development recommendations for downtown Clearwater will incorporate insights from the workshops, the focus groups, and the intercept interviews, as well as subject area experts. One draft and one final version based on comments will be provided.

Phase 1 Deliverables

Downtown Clearwater

- 3 development/phasing scenarios with precedent imagery
- Public workshop and focus groups
- Intercept interviews
- County Presentation

Phase 1 Schedule

The following schedule for Phase 1 outlines CBRE and Gensler’s work for the re-development scenarios and public engagement for downtown Clearwater. This stage is expected to take approximately 11 weeks, concurrent with the work on the headquarters facility, and continue to advance the project.

Phase 1 Tasks		Weeks												
		1	2*	3	4	5*	6	7	8	9	10	11		
DOWNTOWN CLEARWATER														
1	- Zoning and contextual research and visuals - Department mapping for phasing options, data gathering	█	█											
2	- Scenario & phasing development + benchmarking & precedent research - Intercept Interviews (first wave)		█											
3	- Scenario & phasing development - Benchmarking & precedent research			█										
4	- Scenario refinement and report development - Workshop development				█									
5	- Public workshop (emphasis on community groups) - Two focus groups: the City of Clearwater + other suggested organization(s) - Intercept interviews (second wave)					█								
6	Analysis & key findings						█							
7	Phasing & scenario refinement and recommendations							█	█					
8	Report drafting & delivery + presentation										█	█	█	█

*Tasks scheduled for Weeks 2 and 5 will be conducted in person; these dates may shift based on US Holidays and the Board of County Commissioner meeting schedule

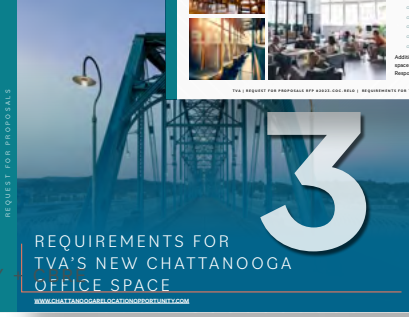
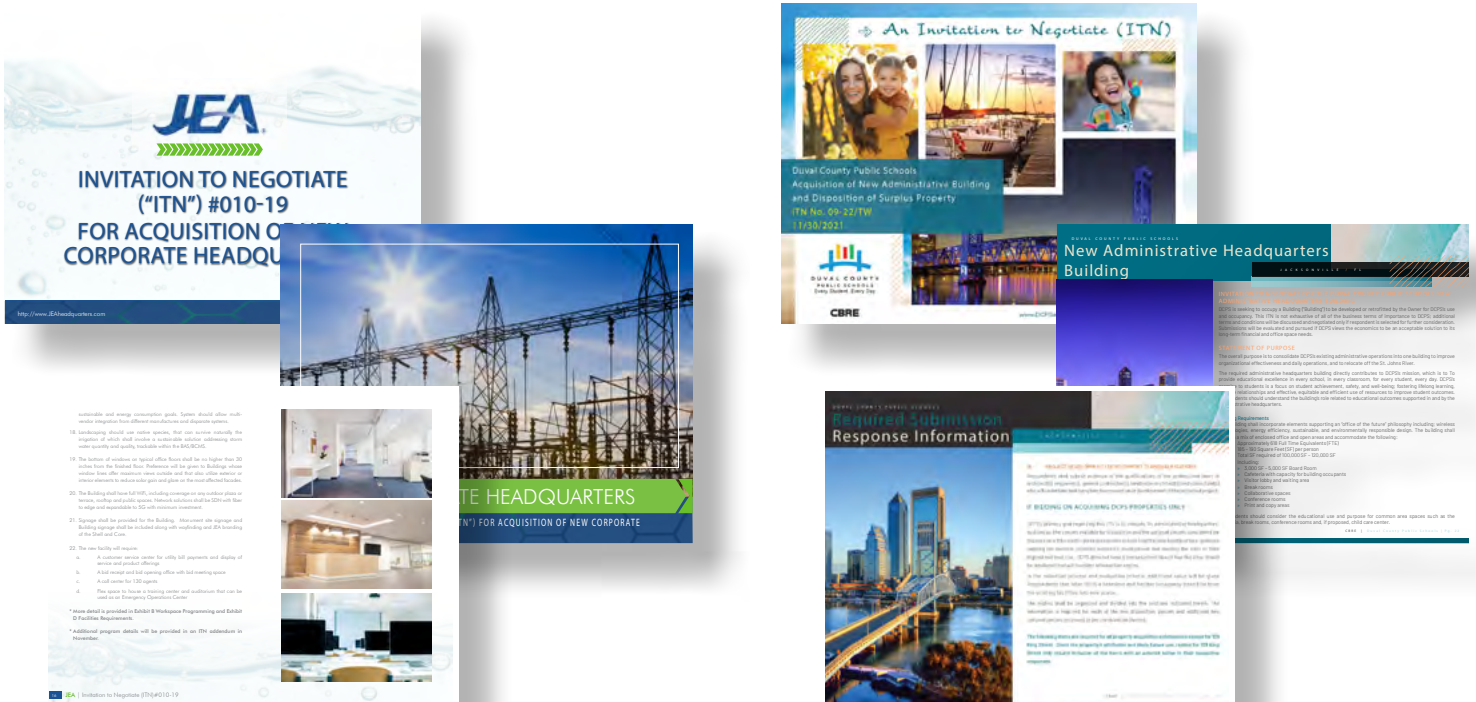
Phase 2: Solicitation Development Strategy, Market Engagement

New Headquarters Facility

As a clearer picture of the new facility begins to take shape following Phase 1, the CBRE team will also work with the County to design a financing and transaction structure that accomplishes your goals for the campus. This may take the form of design build, lease to own, or other developer-provided solutions. We will discuss pros and cons of these options with the County, and provide financial modeling of the options as appropriate.

Based on the County's desired structure, CBRE will support your procurement process, working in close consultation with the County to prepare and issue a solicitation to the market to deliver the County's desired facility through the desired method. The solicitation will include specifications regarding the desired future facility, required adjacencies, amenities, etc.

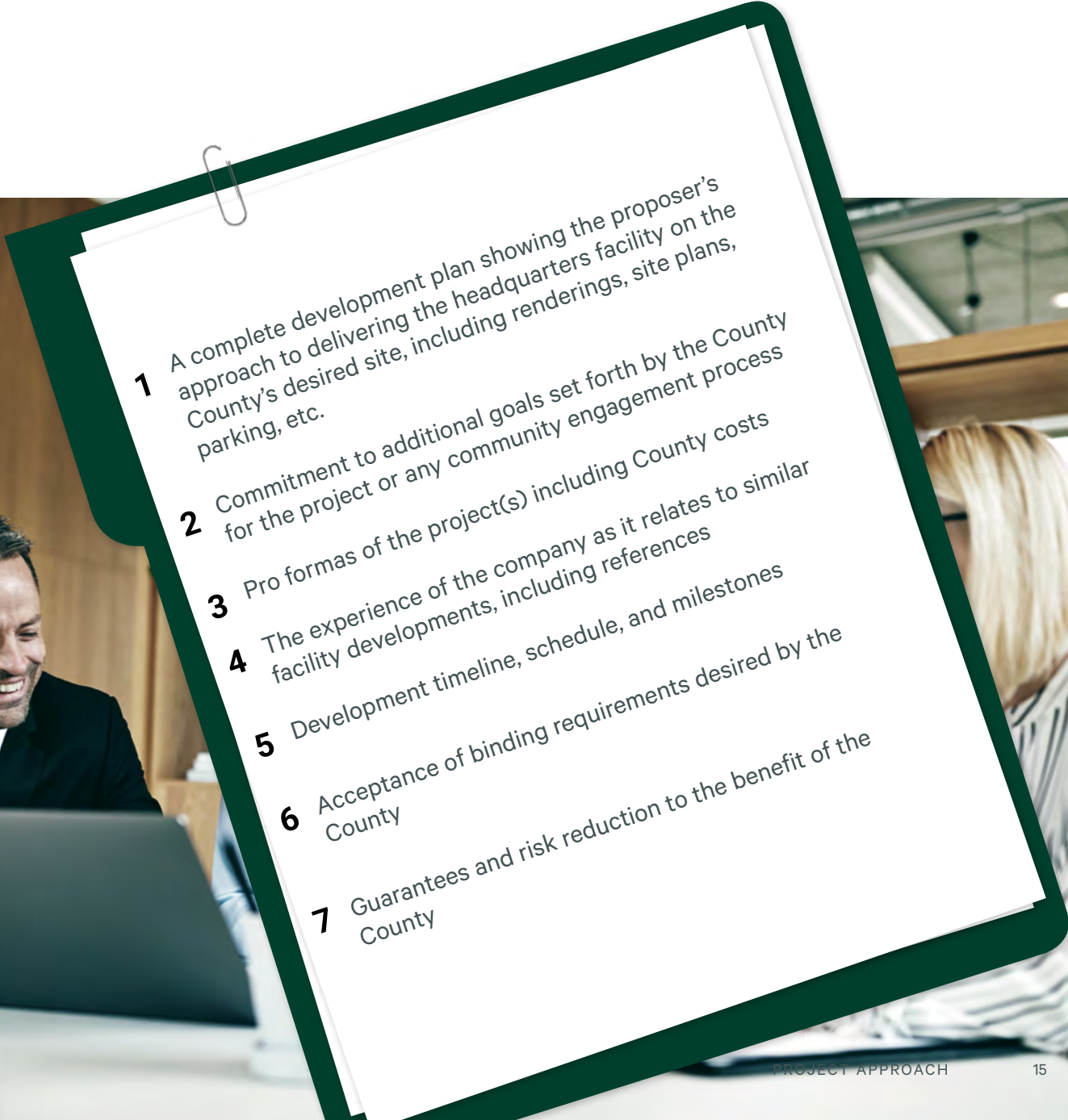
Sample solicitation process documents prepared by CBRE on behalf of public sector clients for headquarters projects including offering documents/RFP/ITN/NODs, pre-bid meeting agendas, and other market-facing correspondence.



Our team will prepare customized branded marketing materials reflecting the messaging and spirit of the new headquarters based on Commissioner feedback and the user experience mapping conducted in Phase 1. Qualitatively, we will emphasize the County's goals related to citizen services, ease of doing business with Pinellas County, and the customer-focused approach the County brings to its future occupancy. Quantitatively, the solicitation will also provide details and requirements regarding the required size and programming for each building, required adjacencies, and unique use types that must be accommodated. The solicitation will also detail County requirements and expectations in the solicitation process.

CBRE will act as the County's advisor and partner at any pre-bid conferences, presentations, developer workshops, or other public events including Commission presentations, and support the solicitation process milestones such as questions and answers, addenda, and document reviews.

The RFP will require detailed submissions from proposers, including conceptual designs, development proformas, a detailed capital stack and financing plan for the project, and other submission requirements. The goal is to solicit information that demonstrates the proposer's proven ability to finance and perform a desirable project to a high standard of quality. Specific requirements will include but not be limited to:

- 
- 1** A complete development plan showing the proposer's approach to delivering the headquarters facility on the County's desired site, including renderings, site plans, parking, etc.
 - 2** Commitment to additional goals set forth by the County for the project or any community engagement process
 - 3** Pro formas of the project(s) including County costs
 - 4** The experience of the company as it relates to similar facility developments, including references
 - 5** Development timeline, schedule, and milestones
 - 6** Acceptance of binding requirements desired by the County
 - 7** Guarantees and risk reduction to the benefit of the County

Downtown Clearwater Redevelopment:

Based on the County's concurrence with the phasing plan and input from the charrette process, CBRE will collaborate with the County to develop and implement a request for proposals (RFP) process to engage prospective mixed use developers for the downtown Clearwater properties.

The RFP process will be held separately for properties in downtown Clearwater per the agreed-upon phasing approach, and separately for the development of the new headquarters facility.

Our services will include performing the following tasks:

- CBRE will act quickly to create customized world class marketing materials that detail the desired project, required information, selection process, respondent qualification criteria, project approach, value parameters, etc.
- CBRE will refine our proprietary developer and operator prospect list based on market specialization, financial capability, and compatibility with your goals for the project, and market the opportunity broadly
- CBRE will oversee the offering process on your behalf, preparing offering documents, managing all communications, hosting site tours, disseminating documents, contacting respondents for clarifications, answering questions, and collecting responses.

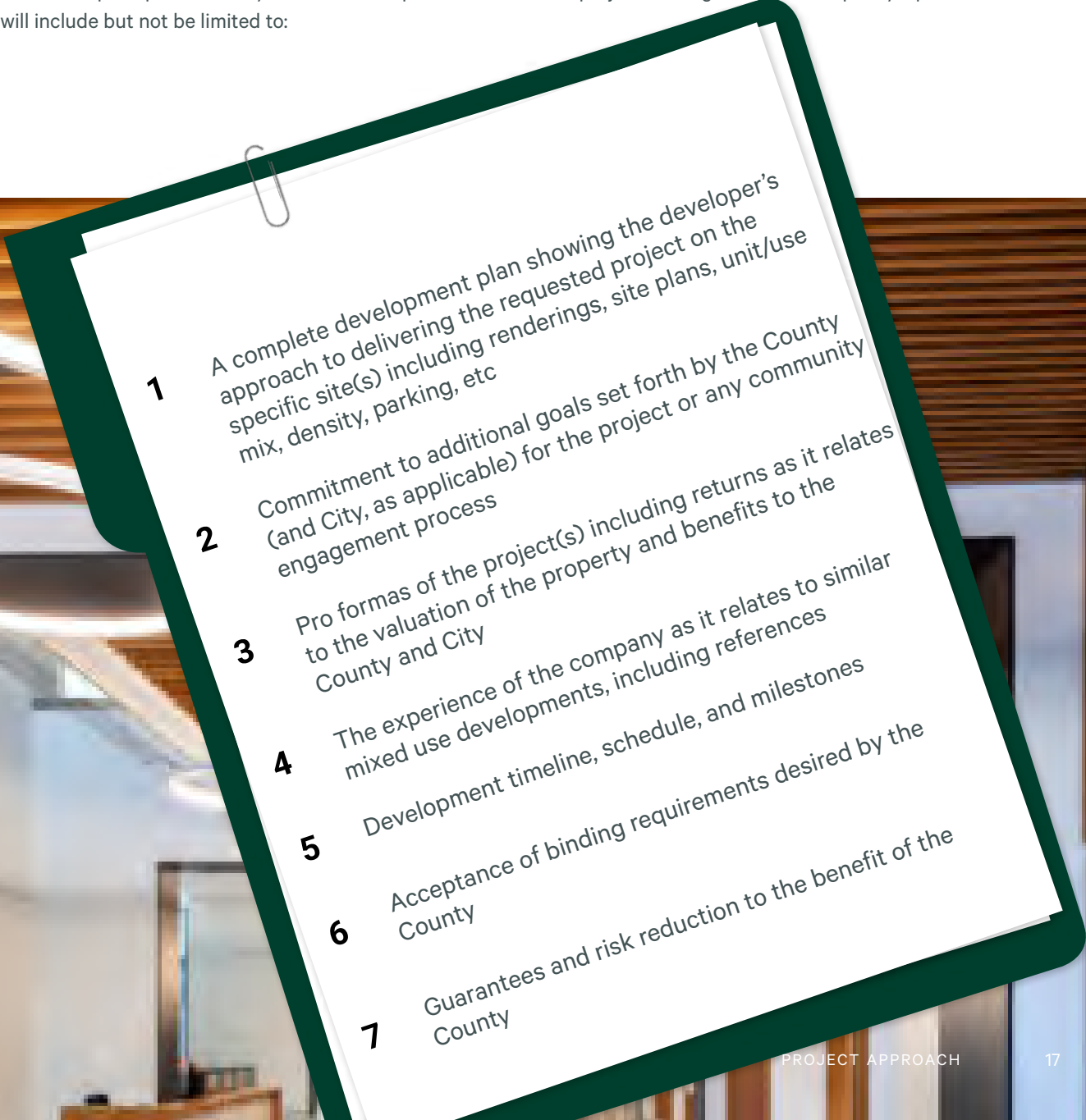
Sample solicitation process documents prepared by CBRE on behalf of public sector clients for mixed use development projects including offering documents/RFP/ITN/NODs, pre-bid meeting agendas, and other market-facing correspondence.

Our team will prepare customized branded marketing materials reflecting unique attributes of the sites, igniting a sense of place, and detailing County (and City of Clearwater as applicable and appropriate) requirements and expectations in the solicitation process.

We will focus specifically on the evaluation criteria, structuring the offering to require that developers provide specific development plans and pro formas to demonstrate their proposed level of investment in the properties. Any sale process will also include the negotiation of a binding development agreement to secure the County's interests.

CBRE will act as the County's advisor and partner at any pre-bid conferences, presentations, developer workshops, or other public events including Commission presentations, and support the solicitation process milestones such as questions and answers, addenda, and document reviews.

The RFP will require detailed submissions from proposers, including conceptual designs, development proformas, a detailed capital stack and financing plan for the project, and other submission requirements. The goal is to solicit information that demonstrates the developer's proven ability to finance and perform a desirable project to a high standard of quality. Specific requirements will include but not be limited to:

- 
- 1 A complete development plan showing the developer's approach to delivering the requested project on the specific site(s) including renderings, site plans, unit/use mix, density, parking, etc
 - 2 Commitment to additional goals set forth by the County (and City, as applicable) for the project or any community engagement process
 - 3 Pro formas of the project(s) including returns as it relates to the valuation of the property and benefits to the County and City
 - 4 The experience of the company as it relates to similar mixed use developments, including references
 - 5 Development timeline, schedule, and milestones
 - 6 Acceptance of binding requirements desired by the County
 - 7 Guarantees and risk reduction to the benefit of the County

Marketing Tools

When you partner with CBRE, you unlock the industry's leading marketing platform. Our team will deliver a tailored marketing strategy specific to the County's goals for the headquarters development and the downtown Clearwater redevelopments, develop a highly polished collection of materials and apply tactics and technologies that will communicate the unique value and opportunity at hand.

We will use similar tools and resources for both solicitation processes, but highly customized to each requirement (headquarters + downtown Clearwater)

Leveraging the firm's best-in-class resources, CBRE will deliver a sophisticated suite of custom marketing collateral. Our custom marketing practices will generate powerful impressions with the appropriate types of proposers for the County's projects.

Our integrated suite of virtual marketing solutions delivers maximum results.

Offering Documents: Digital-First Experience

A concise, graphical, data and story-driven marketing package

Captures the attention of decision makers by driving them to focus on high-level information of the investment

Enhances speed-to-market and increases efficiencies in the marketing process

Supporting documents such as reports, required County documents, and deep-dive market information available in Deal Flow virtual deal room



Web Presence

An engaging, full-featured, mobile-friendly executive summary presentation made available on the Deal Flow platform

Potential investors can interact with a virtual tour, review investment highlights, access and sign a registration agreement, and more

Launch Email

Targets active, qualified buyers

Includes standard touch points and virtual marketing materials

Distributed through the Deal Flow platform



Property Marketing Powered by CBRE Deal Flow

CBRE Deal Flow is CBRE's listing platform for all investment sales. This digital, all-in-one marketplace streamlines the entire disposition process, with full-coverage tracking, a secure virtual deal room, and sophisticated reporting. Deal Flow enables a highly customized property marketing package complete with website, email marketing, and virtual deal room, with exposure to 1.1M+ investors globally and 150,000+ site visits per month.

1.1M+

Investors in Our Database

1+

Registration Agreement Signed Per Minute

150K+

Site Visits Per Month

430+

New Deals Brought to Market Each Month



Sample marketing materials for similar recent development



Sample videography for similar clients

Johnson & Wales University, North Miami



North County Transit District, Carlsbad, CA



City of Jacksonville, FL The Ford on Bay



Benefits to Pinellas County

Our network works for you



Commercially Familiar Process

- Reduce perception of complex and prolonged public sector process
- Clearly specifies requirements to interested parties
- Professional marketing materials to present offering in its best light



Global Exposure

- Largest commercial real estate network in the world
- Credibility of most recognized brand in the industry
- 1.1M+ prospects in proprietary listing platform



Bias to Action

- Financially and culturally motivated to move your project forward
- Maintain positive momentum to avoid languishing



Maximize Returns

- Competitive environment created through listing process and broad marketing
- Best knowledge of deal terms and industry norms
- Subject matter experts negotiating on behalf of your best interests

Access to global capital

CBRE migrates more global capital around the world and into the U.S. than any other firm.

2022 Highlights

#1

In total properties sold & total dollar volume globally for the 12th consecutive year

23.7%

Market share globally

\$200B

Global cross-border investment sales activity since 2019

\$55.7B

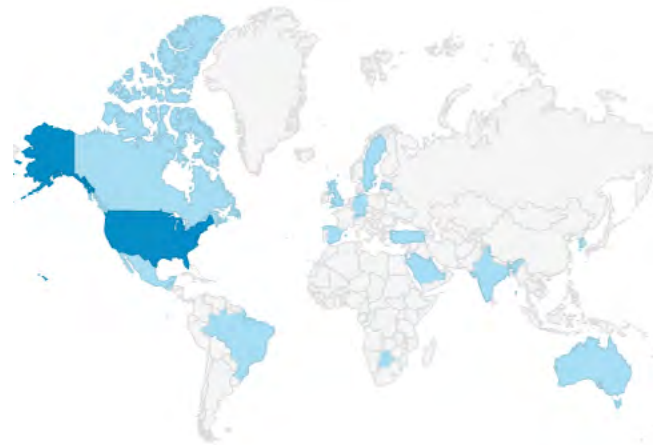
Global cross-border investment sales activity in 2022

46.1%

More than our closest competitor

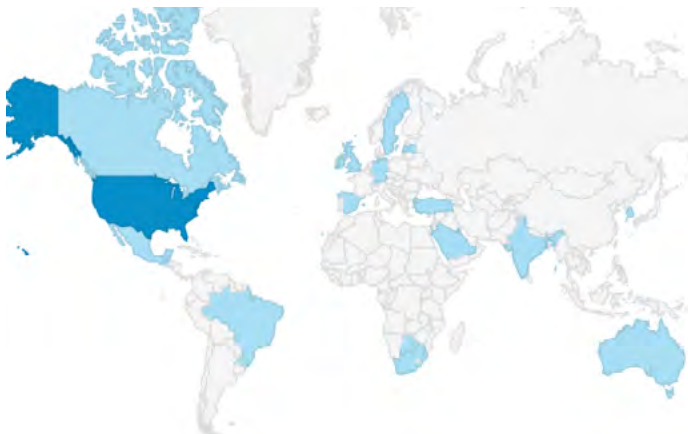
CITY OF HOLLYWOOD

185 Interested Foreign Parties



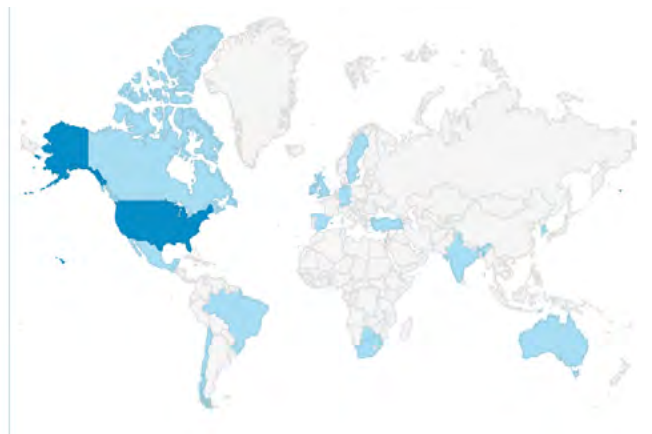
CITY OF MIAMI GARDENS

168 Interested Foreign Parties



DOWNTOWN INVESTMENT AUTHORITY, JACKSONVILLE

167 Interested Foreign Parties



Driving value

Our ability to drive value for our clients is predicated on our ability to effectively reach capital sources across the globe with a creative and complete story that successfully positions your site as a highly attractive, generational investment opportunity that is located in a highly coveted part of the country. Investors are continuously indicating that they are looking for quality, security and upside, and the County's credit rating for the future headquarters and locations in downtown Clearwater location uniquely provide all of these. The final element is to create the sense of scarcity—that this opportunity is irreplaceable.



LOCATION	QUALITY	SCARCITY	UPSIDE	OPPORTUNITY
HIGHLY DESIRABLE SUN BELT MARKET	WATER VIEWS, ACCESS, AND DOWNTOWN DENSITY	SITES AT THIS SCALE ARE HIGHLY DESIRED BY MANY DEVELOPERS	STRONG VALUES AND SCARCITY ENABLE SIGNIFICANT FINANCIAL RETURNS	DELIVER COMMERCIAL MIXED USE DEVELOPMENT & CIVIC PRIORITIES

To create investor competition

UNDERWRITING/SECURITY	OPPORTUNITY/UPSIDE (REAL & PERCEIVED)	COMPETITION/ SCARCITY	EMOTION
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**MAXIMUM
VALUE**

TACTICAL LEVEL

- Provide security through defensible financial underwriting
- Articulate benefits and opportunity of this acquisition
- Tailor presentation to target different capital sources

STRATEGIC LEVEL

- Create competitive environment/managed offering process
- This opportunity cannot be replicated in the market
- Move decision from mathematical to emotional



Phase 3: Proposal Evaluation & Review: Headquarters Facility and Downtown Clearwater

CBRE will support the County's evaluation and selection committee's activities as an independent body. CBRE will complete a thorough analysis of the financial projections and plans of the proposers and opine on their feasibility and reasonableness. We will present information for your consideration on best path forward for the project based on rigorous review of items such as:

- Overall strength of the offer, including pricing and level and type of development proposed, and suitability with County goals (and City goals as appropriate for downtown Clearwater sites)
- Overall development plan
- Risk assessment (including but not limited to closing contingencies / certainty, development plan, financing, construction, and delivery)
- Financial return to the County including evaluation of transaction terms and assumptions

The review process will adhere to the evaluation criteria provided with the solicitation and include items such as:

- Was all requested information provided?
- How well do the respondents achieve the qualifications requirements established in the offering?
- What are the respondents' past experience on comparable projects?
- What feedback did the developers' references provide? Are there red flags?
- How well-capitalized are the respondents? Will they have the sources and proof of debt and equity to deliver the project?
- How qualified are the individuals proposed to work on the project?
- Are construction costs and rent assumptions within market?
- Is the development timeline realistic?



The CBRE team will compare all proposals on a like-kind basis and support the County's due diligence and selection process considering the following:

- **Submission quality including objective and subjective criteria**
- **Interviews with proposal team**
- **Proposer financial strength and experience with similar developments at this scale**
- **Risk issues for all parties**

Vetting developer assumptions to prove project viability

CBRE provides development and construction professionals to examine developer proposals for assumptions and risks that may impact the project's viability. We break down the buzzwords into plain language to ensure the project will deliver as promised.

Specifically, CBRE's Project Management (PJM) team will complete the following tasks to review and analyze received proposals in detail and render a qualitative analysis in each of the following areas:

Cost Study

- Detailed review of all hard construction and project soft costs
- Review of all the metrics (costs per square feet and/or unit) to establish benchmark relativity to the market and the industry
- Contingency levels held including forecasts for market escalation
- Assessment of financial risks
- Review of clarifications, assumptions, and qualifications of cost
- Review of costs held for potential off-site development, impact fees, infrastructure improvements and services

Schedule Analysis

- Based on the proposed improvements and assumptions in the proposal, we will develop a critical path baseline schedule
- The baseline schedule will include durations and activities related to typical jurisdictional approvals including zoning and permitting, design, procurement, site prep, onsite construction, off-site improvements, and commissioning
- The baseline schedule will then be compared to the proposed project timeline. The proposer's schedule will be tested against our baseline's critical path in an effort to extract inconsistencies or conflicts in the schedule logic. Any inconsistencies will be flagged and included as follow up items in the final report.

Feasibility and Constructibility Review

- Review the design and structural composition of the proposed improvements
- Compare the design elements against the site geometry, surrounding improvements, and the environmental conditions of the planned construction area
- Review and comment on any specific construction details or methods if included in the developer's response
- Identify any logistical challenges to the proposed improvements such as access, use restrictions, etc.
- Comment on any procurement or other market conditions that may impact or cause significant change to the intended improvements. This may include but not be limited to global market pressure on construction commodities, geographic shortages in skilled construction labor, etc.

Sample Feasibility Analysis



Phase 5: Design Development Oversight & Owner's Representative

CBRE will provide Design Development Oversight & Owner's Representation services to support the delivery of the physical improvements at the selected site for the new headquarters. Based on our conversations we have assumed that this portion of the project will likely be completed utilizing a Design, Bid, Build, process with the County holding the contracts and CBRE providing management oversight from design charette to final occupancy. The scope below reflects this arrangement, but can be adjusted if the County opts to engage a developer for the process.

Working in conjunction with County, CBRE will perform the below tasks:

Project Visioning to Permittable Construction Documents - Estimated 16 Months

The Project Management Services provided during the Planning and Design Phase will include the following services:

- i. Provide Pinellas County with a single point of contact for all project related services to include project management leadership and oversight, progress tracking and reporting, sourcing assistance and guidance, and conflict resolution.
- ii. Development of a Pinellas Master Project Schedule, concept to completion.
- iii. Development of a Pinellas Master Project Budget to projected project completion.
- iv. Assist Pinellas County in identifying project stakeholders and the management of a steering committee if required going forward.
- v. Organize, lead, and track project visioning session(s) as required with Pinellas staff, stakeholders, and design consultants.
- vi. Formalize information discovered during the visioning session(s) and provide an executive summary and or presentation to Pinellas County identifying the determined goals and overall project scope.
- vii. Provide sourcing guidance and options related to best practice recommendations for the procurement of services related to design firms, consultants, developers, vendors, and qualified general contracting firms.
- viii. Collaborate with Pinellas County's procurement department to establish sourcing guidelines, assist with the sourcing and negotiations of contract agreements as required for all design services, consulting services, vendors, and construction management oversight.
- ix. Establish the need, time frame, and scope of work for qualified firms providing Pre-Construction services as required for design assist and value engineering opportunities.
- x. Champion the design development process and schedule with all consultants from schematics through design development to final permit ready construction documents.
- xi. Champion the pre permit review process, final permit submittal, and tracking utilizing expeditors as required.
- xii. Conduct weekly design development and consultant progress meetings, track progress and resolve design related issues as require to maintain schedule, design requirements and budget goals.
- xiii. Participate in presentations and progress updates in regularly schedule Pinellas staff meetings and commission meetings as requested or required by staff.
- xiv. Review, track and provide earned value payment verification to Pinellas County for all project related invoices and payment requests.



Construction Oversight

- i. Conduct regular onsite inspections from ground-breaking through to project completion
- ii. Establish reoccurring meetings with the general contractor, staff, and the design professionals to specifically discuss progress, quality, timing and any potential changes to the project
- iii. Monitor overall project timeline and identify any potential schedule impacts
- iv. Review any delays with the general contractor and escalate issues to staff if the timing impacts will deviate from the agreed upon delivery dates
- v. Track construction costs and proactively identify any significant cost drivers that will have a material impact on any of the projects
- vi. Discuss potential cost deviations with the general contractor and seek to resolve any such matters prior to the issuance of a claim
- vii. By way of onsite inspection and specification review, observe the quality of the materials used to construct the improvements and the workmanship during construction
- viii. As in the preconstruction phase, manage the change process related to proposed deviations from the design; vet initial change requests and provide technical guidance and recommendations to staff related to approval of such requests
- ix. Be a point of contact for the design professionals and the general contractor to prepare requests to staff related to issues which could have a material impact to the projects; complete a technical review of each request and be present with staff to support the dialog and resolution or further escalation
- x. In the event of public concern or complaint, assist staff with technical information as part of a response to the concerned parties
- xi. Be present and aid in preparing staff for hearings or other public meetings related to the progress of the projects through completion

Post Construction and Closeout

- i. Complete a final review of the finished projects and confirm all improvements are consistent with the specifications, contract, and design intent
- ii. Review all final approvals from the governing agencies and that all necessary inspection or certificates have been secured
- iii. Assist staff with negotiating any claims made by the design professionals, general contractor or vendors related to added financial participation by the County or scope deviations from the original contractual agreements

Deliverables

- Detailed written progress reports during each phase of the development will be delivered at a mutually agreed upon frequency but no less than monthly
- Supporting documents and narrative to prepare staff for formal presentation to County Council or public meetings
- Cost and scheduling models as required

Additional Tasks

Organizational Review

As Pinellas County embarks on a new operating reality in its facilities, a review of existing internal efficiencies and processes is timely. As authorized by the County, CBRE will work with your team to engage sub-consultants as appropriate to deliver the following illustrative scope of services as it relates to the County's operating procedures.

- Process Evaluation: Looking at the efficiency and effectiveness of internal processes and procedures
- Structural Analysis: Analyzing the organizational structure to ensure it supports the organization's objectives and strategies
- Resource Utilization: Examining how resources like staff, budget, and technology are being used and whether they are allocated optimally
- Identification of Strengths and Weaknesses: Highlighting areas where the organization excels and areas needing improvement
- Recommendations for Improvement: Proposing actionable steps to address identified issues and enhance overall performance

Traffic Study

Ensuring proper traffic circulation at the new headquarters facility is critical to a positive customer and employee experience. If authorized or requested by Pinellas County, CBRE will engage a qualified sub-consultant to provide a traffic study for the property. The ultimate scope and fee will be determined by site needs and consultation with the County.

Other As Needed Services

CBRE stands ready to support Pinellas County on this generational project with a broad range of services. As additional needs may be identified, we will work with you to provide appropriate scopes, fee proposals, and recommendations for internal and third party experts as needed. Such services will be developed in close consultation with the County and priced as needed.



Compensation Proposal

Phase 1 Fee: Site Analysis & Continued Planning

CBRE will provide the quoted services and deliverables for both the future headquarters and downtown Clearwater properties plus one combined final report for a total fee of \$389,000.

Phases 2-4 Fee: Solicitation Development, Market Engagement, Proposal Evaluation, Negotiation & Execution

CBRE's compensation to represent the County in the solicitation of developer partners (for either properties in downtown Clearwater or to build the new headquarters facility) will take the form of a monthly retainer payable by the County of \$27,500 for our services throughout the transaction planning and execution process which is anticipated to be 9-12 months. This fee will begin following our submission of Phase 1 deliverables and the County's confirmation and authorization to proceed.

In addition, CBRE will be paid a Success Fee for Development Advisory Services by the selected Developer (for either properties in downtown Clearwater or to build the new headquarters facility), calculated on the Total Project Cost on a sliding scale as listed below. Total Project Cost (TPC) is defined as all hard and soft costs of the project including but not limited to; the value of the land plus infrastructure, design, and construction costs as proposed by Developer.

SERVICE	PAID BY	AMOUNT	TIMING
Consulting services for marketing, ITN/RFP development and distribution, bid analysis and documentation	County	\$27,500 / Month	Monthly upon notice to proceed
Transaction and development advisory brokerage	Developer	Per sliding scale listed below	30 days of execution of development agreement

SUCCESS FEE	TOTAL PROJECT COST TRANCHE
3.50%	\$0 - \$10 M
3.00%	\$10 M - \$20 M
2.50%	\$20 - \$30 M
2.00%	\$30 M - \$50 M
1.50%	\$50 - \$100 M
0.95%	\$100 M or greater

The Developer shall pay the success fee within Thirty (30) days of execution of all purchase agreements between the County and the Developer. CBRE will specify the fee arrangement and payment terms in the RFP issued by CBRE on the County's behalf and stipulate that said fee is to be paid by the developer is a condition for consideration of the Developer's proposal to the County.

Phase 5: Design Development Oversight & Owner's Representation

Based on pre-construction/pre-award estimates, we propose the following fees:

- Our fees will be based on a percentage of the managed costs which includes Hard, Soft and FF&E project costs. The fee will be capped at .95% of the total managed costs. For the first 16 months of the project which will include Initial Project Visioning to Permit-ready Construction Documents, this fee is projected to average \$53,125 per month for a not to exceed price of \$850,000. This price includes all reimbursables.

Following execution of the marketing process and evaluation of developer proposals, if the County or its stakeholders for any reason decide not to move forward with the project and do not execute the transaction documentation that would enable CBRE to be owed a commission by the developer, the County will pay to CBRE a “break-up” fee of \$350,000 per solicitation issued.

In the event that our Agreement or any particular engagement to provide the Services ends without a signed transaction, within 30 days of that ending, CBRE shall provide the County with a list of all parties with whom CBRE was engaged in active negotiations with respect to transactions for which fees could be earned under this Agreement. CBRE shall also provide the County with written evidence of such negotiations. If within one year after such expiration or termination date, the County enters into any agreement of sale, lease, sublease or other written agreement with a party on such list for which a fee would have been earned hereunder, CBRE shall earn the fee provided for under this Agreement to the same extent as if the Services had not expired or terminated. Upon the expiration of the one year period, CBRE may present to the County for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. The County shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CBRE (or its Subagents) prior to termination. This paragraph shall survive the termination or expiration of our Agreement.

Additional Tasks

Priced a la carte and based on specific scopes of services approved by the County.



Sample Headquarters & Mixed Use



JEA, Jacksonville, FL

Analysis and execution of HQ relocation

- market analysis and location assessment
- market engagement, negotiation
- execution of new build to suit lease



City of Miami, FL

Analysis and execution of City administrative HQ relocation and redevelopment

- facility condition assessment
- space programming
- market engagement, negotiation
- execution of ground lease + build to suit facility



Duval County Public Schools, FL

Analysis and execution of HQ relocation and site redevelopment

- market analysis and location assessment
- transaction analysis and comparisons
- market engagement
- in depth technical, financial, and commercial modeling



State of Florida Department HQs

Planning and execution of headquarters leases for Florida State Agencies including Department of Children & Families and Agency for Healthcare Administration totaling over 500,000 SF

Sample presentations and deliverables provided to similar clients



Development Case Studies



Broward County, FL

Analysis of headquarters relocation feasibility

- Site analysis
- Development Potential/ Financial Analysis
- Cost estimation



City of Hollywood, FL

Analysis of headquarters redevelopment options at City Hall Circle

- scenario development
- valuation
- density analysis



City of Pompano Beach, FL

Redevelopment analysis, recommendations for City Hall and Downtown redevelopment

- site assessment
- market engagement
- forthcoming evaluation and negotiation



Jackson Health System, FL

Headquarters relocation strategy and winner, NAIOP Office Lease of the Year 2021

- market analysis
- space assessment
- transaction negotiation and execution



JEA

Headquarters Relocation, Development, & Disposition

CBRE has been a long-term advisor to JEA since 2018, providing mission-critical real estate services on its most high-priority projects. JEA is the largest community-owned utility in Florida and the eighth largest in the United States, delivering services to an estimated 488,000 electric, 352,000 water and 271,000 sewer customers in greater Jacksonville.

CHALLENGE

JEA struggled with deferred maintenance and modernization at its former headquarters at 21 W Church Street in Jacksonville. An external study determined that JEA would need to spend \$98 million on capital expenditures to maintain the campus over the next 20 years and has spent over \$8 million on repairs alone in the last ten years. The building did not meet JEA's operational needs and represented a risk to JEA's continuity of operations.

SOLUTIONS

CBRE was engaged to advise and represent JEA in the planning and executing of a new headquarters building acquisition. CBRE's global marketing process enabled JEA to receive six proposals, narrowed to three in the shortlist process. Nationally recognized developers participated in proposing a range of options ranging from integration with existing NFL-centered development, an existing City-owned site, and a developer-owned site adjacent to a hotel. The proposals represent an opportunity for the new headquarters to help JEA realize its mission of providing the best service by becoming the center of its customers' energy and water experience.

Following CBRE's support in the proposal review process, on April 3, 2019, JEA announced its selection of Ryan Companies as its preferred developer, citing extremely high-quality proposals and developer responsiveness. Ryan proposed building the new headquarters on a City-owned parcel at the intersection of Pearl and Adams Streets in downtown Jacksonville. Ryan would purchase the property from the City, build the new building on the site, and then lease the new headquarters to JEA. The proposed development would combine the customer service center and the corporate offices into a 207,810 square-foot tower, with an attached 850-space parking garage. The total rentable square footage was planned to comprise 195,426 square feet. The Board unanimously approved the award, and Ryan began its preparations.



RESULTS

In May of 2020, the Interim CEO requested that Ryan consider a smaller building: seven floors and 157,000 square feet, to reduce JEA's costs and account for a separate initiative to move 220 employees to a "hardened," weather-proof 40,000 SF facility.

The CBRE team evaluated the cost impact to JEA and determined that the updated design will reduce construction costs by \$10 million to \$14 million. Further, a reduced footprint would save JEA \$19 million to \$35 million in operational costs from its existing 360,000-square-foot, 19-story tower, and campus.

The Board approved this approach and the project broke ground in 2020.

Owner's Representation

JEA's total project spend was in \$72M+ for the new Jacksonville headquarters, including a 157,000 SF office with 643 parking space structured garage facility.

JEA engaged CBRE to provide Owner's Representation services on the project to ensure the developer met its commitments and JEA's vision was achieved. The project achieved JEA's overall initial schedule goals for construction activities and certificate of completion.

CBRE services included:

- Scope, budget, and schedule reviews
- Weekly onsite project management representation with project schedule verification
- Conducted weekly owner/architect and owner/architect/contractor meetings with project documentation
- Coordination of owner subconsultants in the specification, buy out, and completion of scope including data, low voltage, security, and FF&E
- Design document oversight from concept to final building permit approval
- GMP contract management including scope, bidding, pricing, assumptions and clarifications, and buyout of trades
- Assisted with procurement and supply chain issues including storage and transportation
- Conflict resolution
- Workplace Strategy services include move and employee relocation change management
- Payment and invoice validation for the architect, general contractor and other owner contracted subconsultants
- LEED and Well Building compliance
- Quality control and final end product verification
- Final closeout documentation

The design team drew precedent from architectural design features that express and celebrate the St. John's River that flows through Jacksonville, its industrial bridges and its progression towards the future. Natural light, open flexible floor plates and access to outdoor spaces are all part of the design elements included in the building. The design also features multiple outdoor areas and workspaces affording views of the courthouse lawn, St. John's River and historic Hemming Park.

EXTERIOR



PARKING GARAGE



INTERIOR OFFICE SPACE



JEA's goal for their new headquarters is to provide the best service by becoming the center of their customers' energy and water experience. It will be a catalyst for continued growth and provide the foundation for industry innovation efforts. It will also enable JEA to attract and retain an engaged workforce.

The new JEA headquarters is one of Florida's most energy-efficient office towers:

- JEA will see 65 percent energy reduction from the current JEA building, on a per-square-foot basis
- JEA will use 42 percent less water than a conventional office building through high efficiency / low flow toilets and urinals, and low flow sinks with automatic touchless sensors, resulting in an annual savings of 500,000+ gallons of potable water
- The building structure is designed to withstand 130 mph wind speeds, with impact rated glass leveraged throughout the first two floors

The project surpassed MWDBE, JSEB and Local Business Participation project goals by 35 percent, 249 percent and 36 percent, respectively.

The building located at 225 N. Pearl St, opened to the public on April 10, 2023.

Disposition

CBRE was recently engaged to represent JEA in the disposition of the original site at 21 W Church St., and anticipates entering the market in the summer of 2023.

CBRE has provided:

- preliminary market analysis and feasibility discussion regarding future uses of the property
- transaction timeline and path forward



City of Pompano Beach, FL

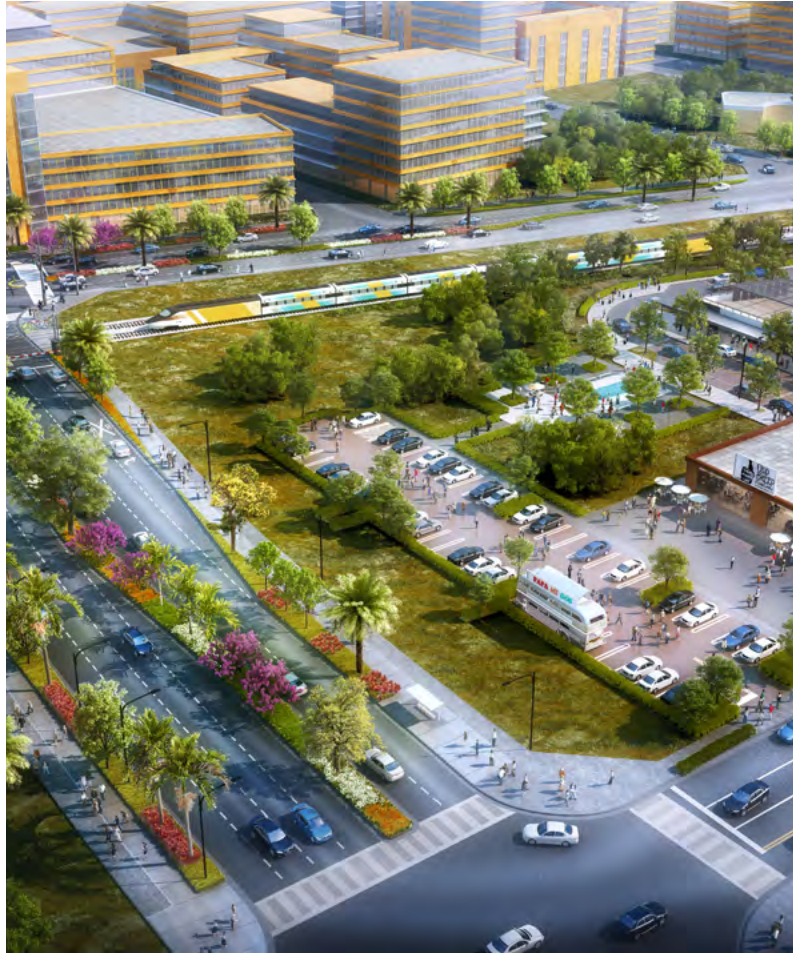
Development Advisory, P3 Structuring, Marketing, Negotiation

CHALLENGE

The City of Pompano Beach, FL, and its Community Redevelopment Agency (CRA) have embarked on an ambitious plan to establish a more robust downtown area to stimulate economic development, enhance the area's competitiveness, and create a sense of place and identity for the City. The City and CRA have strategically designed a land assemblage of over 121 parcels totaling ± 75 acres, invested in drainage and site infrastructure, and are working on modifications to the traffic patterns in the area to improve safety and pedestrian access. The City and CRA sought CBRE's support in engaging appropriate development partners to deliver effective mixed uses on the properties, including a new City Hall facility, transit-oriented development, and retail and multifamily services.

SOLUTIONS

CBRE has worked consultatively with the City and CRA to capture citizen feedback and desires for growth in the area, preparing a comprehensive developer solicitation and incorporating the significant amount of pre-development work the City has already completed. CBRE launched a global marketing campaign encompassing all 75 acres with highly customized marketing materials, including an Invitation to Negotiate, a property website, drone video, and media outreach.



RESULTS

The offering received significant market interest, and CBRE was proud to deliver multiple competitive offers for the City's consideration. CBRE has been the City's full partner in the proposal evaluation and review process, providing detailed financial, construction, and feasibility analyses to support the City's evaluation team.

In October 2023, CBRE presented a side-by-side comparison of the developer proposals and was proud to achieve a 5-1 approval vote from City Commission to move forward with negotiations with the highest ranked offeror, a \$1.5B project.

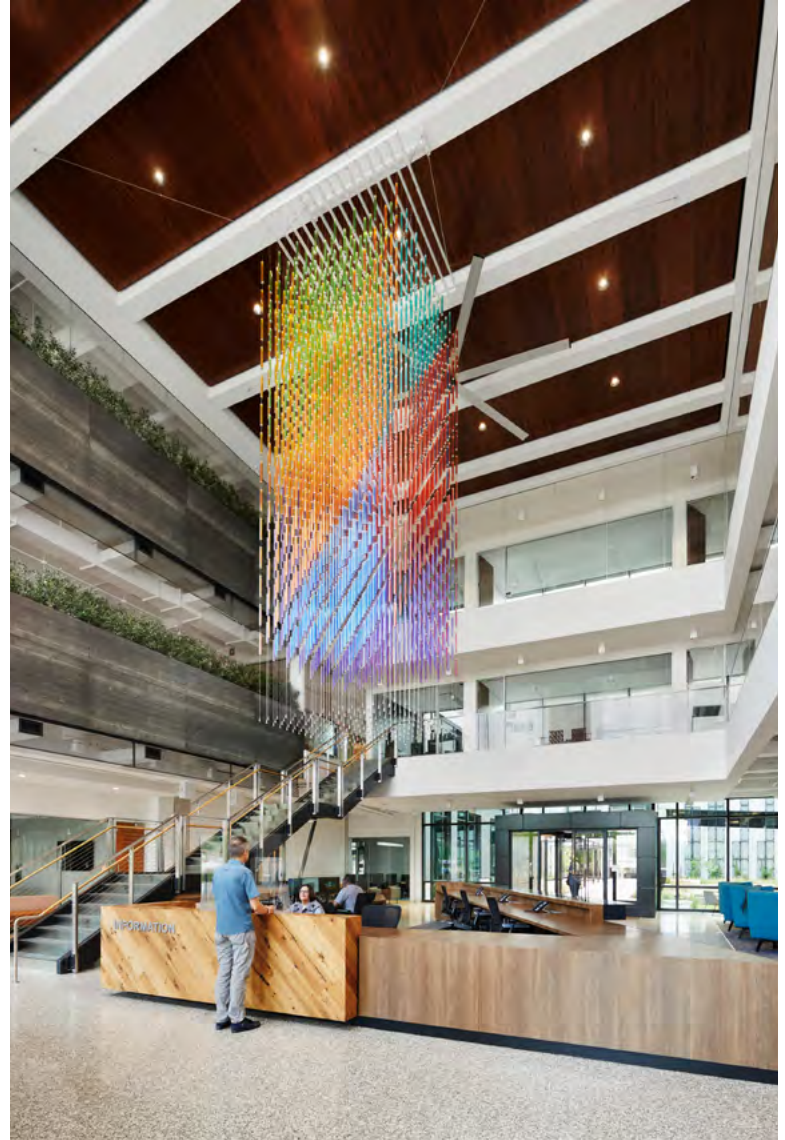
City of Austin, TX Planning & Development Center

Development Advisory, P3 Structuring, Marketing, Negotiation

CHALLENGE

The City's rapid growth and real estate development have necessitated a strategic and creative approach to its real estate portfolio, employee recruitment strategy and delivery of citizen services going forward. The City's Planning and Development Review departments in particular had outgrown their aging facilities and their separate locations were a source of citizen complaints and long wait times. Austin's booming growth had further increased the demand for these City services, making a new headquarters solution even more urgent.

The project was extremely complex notably due to the existing legislative framework in Texas, which makes it challenging for municipalities to have flexibility in structuring transactions. CBRE worked hand in hand with the City and its counsel to determine a procurement method that would satisfy procurement laws while also achieving the City's goals on the project. Contemplating and determining the transaction contract vehicle to deliver the project was a challenge, due to restrictions on various sources of funds. CBRE worked with the City to chart through a variety of transaction types to determine the most appropriate contract type and what type of security would be necessary to satisfy a lender. The site selected for the new headquarters development was the best site for the project, but came with its own set of complications due to the larger development it is within being an adaptive reuse of a former mall that was still working through off-site requirements and permitting and existing encumbrances. CBRE was instrumental in mitigating the City's exposure to risks related to the redevelopment of the site. CBRE's approach throughout the process has been grounded in patience and unwavering support and advocacy for our client



SOLUTION

CBRE worked with Gensler as the project's Architect to define efficient and effective space standards to combine the Planning and Development Review departments into one Planning & Development Center (PDC). This consolidation would ease citizen burdens to conduct business with these departments and improve employee recruitment and retention. Taking into account the required timeline, the City's procurement laws and policies, and the desired result, CBRE issued an RFP inviting developers to submit proposals for the acquisition of land and a building for the PDC. The City was open to existing, under-construction, or build-to-suit projects. The RFP further described the City's goals, which included a flexible facility to support and improve organizational effectiveness and productivity, customer service, and daily operations. The RFP also defined the City's desired "office of the future" philosophy including: wireless technologies, energy efficient systems, sustainable construction and interior fit-out materials, flexible space, overall environmentally responsible design, and a focus on WELL® building elements. CBRE also described the City's desired mix of enclosed offices and open office areas, large meeting and training spaces, conference rooms, visitor lobby and waiting area, cafeteria, break areas, support areas and interior and exterior collaborative spaces, etc.

RESULTS

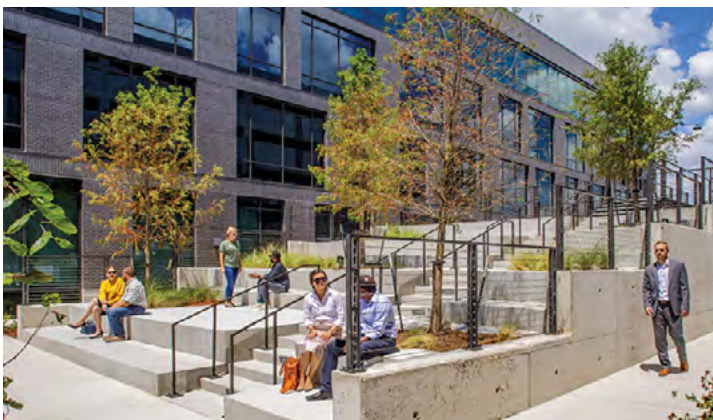
Following review and vetting of the proposals a developer was selected and CBRE entered into exclusive negotiations on behalf of the City for a developer to design and build the special use facility, and once complete, the City would purchase, fee simple, the land and building at a predetermined price. The transaction was unanimously approved by City Council. By the City's estimations, the process we developed is saving approximately 20-30% in total costs and approximately four years in time savings over the traditional bond and build by public works.

The project delivered on time (2021) and under budget, due to thoughtful evaluation and selection of a development partner, detailed oversight of the construction budget, and negotiated contingency sharing that mitigated risks of overruns, while assuring savings that flowed back to the City. City Council requested changes to the scope of the project later in the planning process, including the black water treatment system and an on-site childcare facility. These were competitively priced by the developer through an open-book process and incorporated into the project. CBRE in lock step with the client, shepherded these scope changes through the process. The final building is LEED Gold and is 250,000 RSF. The PDC offers a new take on the development experience and complementing the growing range of virtual options that are now available for the Austin community.

Designed by Gensler, the PDC brings together resources and expertise from multiple City departments that provide permitting and development services for the Austin community. The facility is designed to provide a seamless development process, all in one place, for residential and commercial customers. The user experience of the building is characterized by its embrace of the outdoors with large windows to draw in natural light; a rooftop deck space; and open, inviting public spaces. The building is designed to promote sharing and increase interaction between departments to better serve the Austin community.

CBRE further represented the City through the construction process, with CBRE's Project Management team saving the City \$9.23/SF by negotiating with the developer, performing design development analysis, and design investigations on the City's behalf.

The PDC project produced high quality responses, executive and employee satisfaction, and the process was handled so effectively, that the City directed CBRE to use the same model for the Austin Energy headquarter building.



City of Austin, TX Austin Energy Headquarters

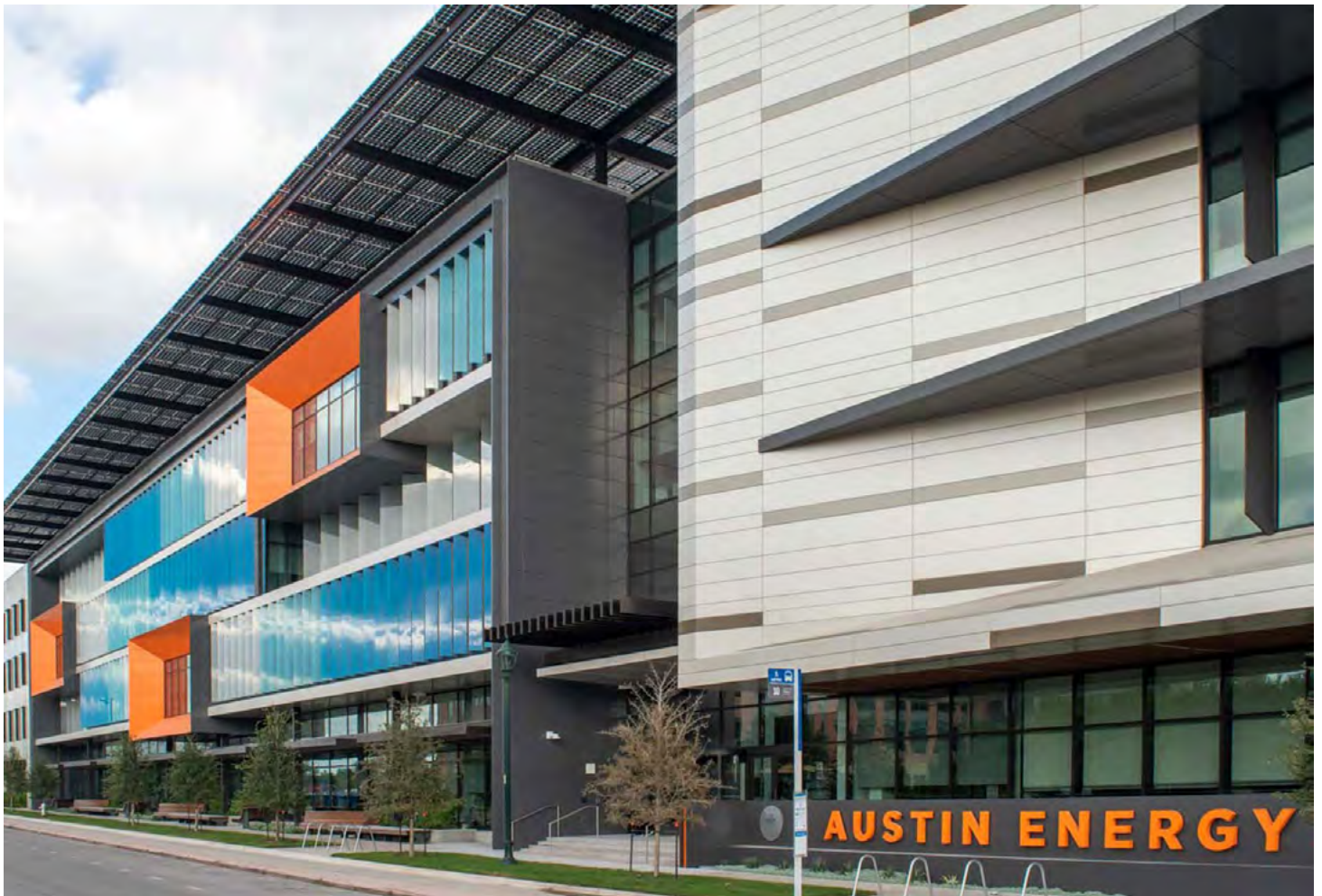
Development Advisory, P3 Structuring, Marketing, Negotiation

CHALLENGE

Following the success of the Planning & Development Center project, CBRE was asked to alleviate the increasingly urgent occupancy challenges at Austin Energy. Austin Energy had staff scattered in multiple leased locations, including extremely dated and inefficient space with increasing occupancy costs. CBRE had recently managed an extremely successful public acquisition process of a turnkey headquarters solution for the City's Planning & Development Center, and the City was seeking to replicate and leverage that success on a new transaction to provide a consolidated headquarters for the utility.

SOLUTION

CBRE engaged Gensler to define efficient and effective space standards to combine the departments into one consolidated team, then represented the City with developers, and negotiated a transaction on its behalf. The City was open to existing, under-construction, or build-to-suit projects. Following review and vetting of the proposals, a developer was selected and CBRE entered into exclusive negotiations on behalf of the City for a developer to design and build the special use facility. Once complete, the City will fee simple purchase the land and building at a predetermined price.



RESULTS

The City selected the new planned community at the former Mueller airport as its future location, seeking to capitalize the opportunity for community engagement and walkability. ELS is the project Design Architect, with Page Architects serving as Architect of Record and interior designer. Catellus Development Corporation is the master developer of Mueller and the development manager for the Austin Energy project.

Brokered by CBRE, this project is structured with Catellus overseeing the \$150M, four-story, 275,000-square-foot Class A office project's construction, with Austin Energy to purchase the building and consolidate more than 1,100 employees. The design incorporates a holistic approach to user wellness throughout the building by maximizing connections to the outdoor environment, daylight, circulation and social interaction. A dramatic "social stair" makes it easier for employees from different departments to interact throughout the workday by emphasizing internal connections between floors and departments. The courtyard was designed for activity with a variety of scaled spaces to attract gatherings of all sizes and needs. A shaded terrace at the second level opens to the street capturing wind patterns to cool the courtyard during hot summer months. Facing Mueller Boulevard, a monumental solar canopy provides shade for the building, reducing heat gain while generating renewable energy and telling the story of Austin Energy's commitment to providing 65% of Austin's power needs through sustainable sources.

CBRE further represented the City and Austin Energy through the construction process, with CBRE's Project Management team saving the City \$6.19/SF by negotiating with the developer, performing design development analysis, and design investigations on the City's behalf. The City is particularly pleased with the ease of the transaction, which transfers risk to the developer, provides certainty and efficiency for the City, and adheres to City policy objectives. Further, the expedited schedule is a significant benefit to the City and Austin Energy: The team went from initiation of the selection process to groundbreaking in just 15 months, with building completion in 20 months (April 2021). The City's typical time frame for a project of this nature is 6-7 years, representing a significant savings delivered by CBRE. Austin will save an estimated \$30 million over 30 years on leasing costs because of the project.



City of Miami, FL

Development Advisory, P3 Structuring, Marketing, Negotiation

CHALLENGE

CBRE has represented the City of Miami in the mixed-use redevelopment of the Miami Riverside Center. The existing facility is too small, outdated, and inefficient, and is in a waterfront location that is much better suited for private development. Parking is inadequate and the site poses a challenge for residents to access. Since 2015, CBRE has worked with the City to define its requirements for a new facility, approach the market with a formal RFP process, evaluate technical responses and financial proposals, negotiate with developers, and represent it at City Commission meetings.

SOLUTIONS

CBRE marketed the opportunity to over 5,000 targeted brokers, investors, and developers, giving the deal nationwide visibility and interest from the investment and developer community.

CBRE has performed financial analysis tasks to evaluate the various cash flow and net present value terms in developer bids, present all options to the City and its stakeholders in comparable terms, and facilitate the selection of the most advantageous offer to the City.

CBRE evaluated over a 100 city owned sites for location placement, constraints, ingress, egress, to help inform final site selection

CBRE has been the City's full partner throughout a complex, high profile, and very public stakeholder management process, e.g. Waterfront Advisory Board, Miami River Commission, etc.

BEFORE



AFTER



\$1B+

total project value

\$3.6M

annual rent paid
to owner

MULTIPLE

mixed uses

RESULTS

The successful offeror's proposal calls for three to four towers on the former City site, with a mix of residential, office, retail, and hotel uses, and embraces the site's river frontage with wide views of the water and a large and accessible public Riverwalk component. The developer will deliver a state-of-the-art 375,000 SF headquarters and parking garage to the City, pay \$3.6M in annual escalating rent plus 2% of proceeds from condo sales on the site, and has committed to 10% workforce housing on the site.

CBRE has incorporated changes into the project's financial models, and supported the City's real estate department in developer negotiations and presentations to City Commission. The site ultimately selected for the new headquarters is ideal for the new administrative building. It is adjacent to the current site and near mass transit, while maintaining the downtown location and remaining one-step removed from traffic in Miami's Central Business District. The project was approved by City Commission and a voter referendum (passing with 64% of the vote) and is proceeding as planned.

The City of Hollywood, FL

Development Advisory Services

CHALLENGE

The City of Hollywood was seeking advice and representation in the assessment and optimization of several high priority properties. Like many municipalities, the City owns several assets that are either vacant, not performing at their highest and best use, or suffering from deferred maintenance. CBRE was engaged to advise the City on its strategy for several properties and make recommendations for improvements while generating revenue for City use.

SOLUTION

The City had already received an unsolicited proposal to redevelop the valuable Hollywood Beach Culture and Community Center (HBCCC) site– CBRE worked with the City under the Florida P3 statute to manage a more defined process that would enable the City to maximize the value of the site by refining its needs for a future center building and redevelop the site to its highest and best use by including public amenities and a boardwalk. CBRE developed a customized marketing campaign with this project design in mind, requesting proposals from the development community that provided a new venue for community use as well as commercial uses on site, and the pedestrian space and boardwalk desired.

RESULTS

CBRE’s process delivered 7 additional highly competitive proposals in accordance with the guidelines / requirements of Florida’s P3 Statute and with exciting and dynamic plans and mixed uses. CBRE’s Project Management practice has been engaged to review technical aspects of the proposals and ensure maximum value and feasibility. CBRE’s Financial Consulting team further supported the review of all offers to provide the City with a clear basis of comparison.

The City ultimately voted unanimously to select a final proposed offer from the Related Group. The final project will provide the City with lease payments of over \$830 million, a new culture and community center, boardwalk extension, restaurants, public parking and improvements to Harry Berry Park. These improvements are all developer-funded and at no cost to the City. As a result of the public process led by CBRE, the City captured over \$10M (NPV) in improved deal terms from the original unsolicited offer.



Offering Documents



Proposal Analysis



The City of Hollywood, FL

Development Advisory Services

CHALLENGE

The City of Hollywood owns the 250 acre Orangebrook Golf & Country Club, a historic 36-hole championship golf course located in the heart of the city. Originally built as an 18-hole facility in 1933, a second 18 holes were added in 1959. Voters approved the renovation of the property and allocated \$25M for the effort in the 2019 GO (General Obligation) Bond.

The City received an unsolicited proposal to renovate and redevelop portions of the golf course and following the success of the HBCCC process, engaged CBRE to represent it in a competitive process under Florida State Statute 255.065.

SOLUTION

CBRE engaged members of our in-house specialty practice in Golf Courses and Resorts, and partnered with a national organization of 3,500 members representing every facet of the golf industry: public and private golf facilities; golf course architects; developers and builders; companies offering specialized services to the golf industry; national, regional, state, and local golf associations; instructors; schools, and individuals.

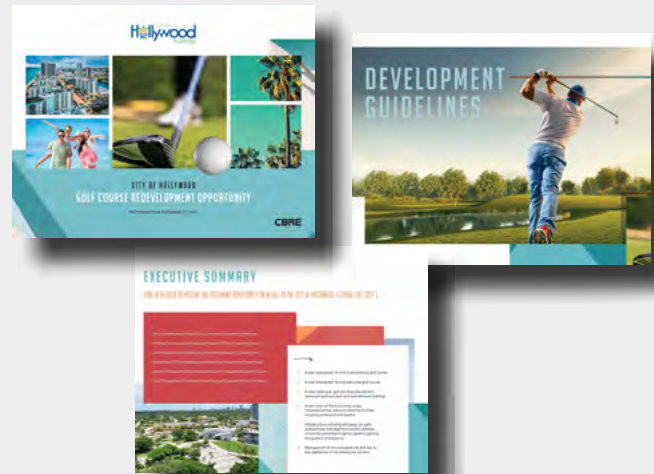
CBRE prepared customized materials and engaged with leading organizations in the golf industry to deliver six competitive proposals for the City's consideration. The team has provided robust, industry specific review of the proposals and supported the City through a first round review and shortlisting process, followed by project award.

RESULTS

The respondent firms provided oral presentations to City Commission, receiving feedback from elected officials on their proposed concepts and areas of specific importance to the Commissioners. The developers met with community members to further refine their ideas, with CBRE supporting the City to administer a best and final offer round in the second half of 2022. Following additional analysis, presentations, and rankings, on March 1, 2023 City Commission authorized staff to negotiate with GCF Development & PPG Development, the selected winner. The successful proposal calls for two full-size 18-hole courses, a 34,000-square-foot clubhouse with a restaurant, a pro shop, a fitness facility and a banquet hall, alighted



Offering Documents



Proposal Analysis



nine-hole practice course, and a driving range. It would lease 5 to 7 acres to build 750 apartments in three 26-story towers and a 175-room hotel, including 100 units of workforce housing. The financial terms call for a 50/50 split of the profits from the golf course and clubhouse with the city. The developer estimated the total budget for the project at \$410.6 million, including \$41.7 million for public improvements to the golf course. It estimated annual golf operations revenue at \$721,380 and annual property tax revenue to the city of nearly \$3 million.

Downtown Investment Authority, Jacksonville

Development Advisory, P3 Structuring, Marketing, Negotiation, Economic Development

CHALLENGE

CBRE was selected to advise and represent the Downtown Investment Authority (DIA) in Jacksonville, FL in the redevelopment of several owned waterfront land parcels and a submerged parcel representing a marina opportunity. The City of Jacksonville is seeking increased activation of the urban core through thoughtful design, higher density and implementation of mixed and complimentary uses that will serve to draw new residents, workers and visitors into downtown.

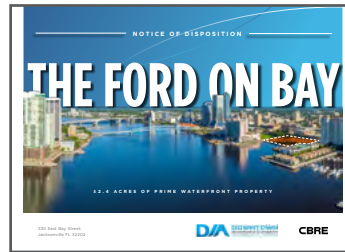
SOLUTION

CBRE undertook significant consultation and due diligence with the DIA including opining on viability of desired and most beneficial uses, financial expectations for the project, transaction structures, and process. The team also completed massing plans during the Phase I due diligence process to determine various highest and best use scenarios.

The team incorporated several key considerations into the RFP documents such as:

- Design, build and finance project delivery method
- Multifamily and retail elements as required, with the option for office, marina, and hospitality uses
- Opportunities for residents and visitors alike to interact with the water through waterfront retail, cafes, marinas, parks, walkways, attractions or points of interest
- Maximize the site in a way that would be consistent with its position along the skyline

In addition, CBRE's Property Marketing specialists worked with the DIA to rebrand the project which had previously been known as the "old Courthouse site." The team rebranded the project The Ford on Bay, drawing inspiration from the area's history as a former river crossing used by Native Americans. This effort demonstrates how we customize our offering materials to the community, its heritage and our client's goals.



RESULTS

CBRE's marketing process generated six highly competitive offers which include apartments, retail space, restaurants, artwork and hotels, including a Reverb by Hard Rock. Additional amenities proposed include entertainment and open spaces, public art, roof decks, pedestrian plazas, and a parking garage. The proposals were required to demonstrate how the projects will meet the City's vision of increased activation on 2.4 acres of the urban core through design, increased density and a mix of uses that will draw people downtown. The proposers made presentations to DIA on January 5, 2022 and the DIA Review Committee Board voted unanimously to select Atlanta-based developer Carter to build The Hardwick at The Ford on Bay, a \$140 million mixed-use apartment project. The project will include:

- A 300-foot-tall residential tower and 75-foot-tall residential pedestal with 332 apartments
- A rooftop pool and amenity deck
- 25,000 SF of retail space
- Two restaurants, one on the riverfront
- A 550-space parking garage with 125 retail spaces
- \$2.5 million in public open space
- Eco-buffers including a tree canopy and green roofs, garden courtyard and waterfront park to protect the building from storm surge increased by sea-level rise.

City of Bonita Springs, FL

Development Advisory, Highest & Best Use Studies, RFP Development and Marketing

CHALLENGE

CBRE represents the City of Bonita Springs, FL in the solicitation of development partners for the redevelopment of 6 acres of riverfront property in downtown. While Bonita Springs is known for its world-class beaches, one of the City's hidden gems is its historic downtown. The downtown is lined with quaint shops, the meandering Imperial River, Old 41 Road and vibrant "old Florida" aesthetics. The collection of these attributes offers a unique sense of place and a charming location that draws a bustling crowd. CBRE has provided planning and feasibility services to the City to determine potential values, uses, and a marketing strategy to achieve the City's goals, which include:



- Accomplish a development that is the gateway to downtown and cornerstone of Old 41 Road
- Create a riverfront focus on the Site by incorporating public interaction with this dynamic space
- Integrate retail, cafes, attractions, and points of interest along Old 41 Road as well as along the Imperial River
- Contain a mix of residential housing including apartments and town homes
- Embrace the history of the Site and integrate references to the historic railroad, Tamiami Trail, and Imperial River at this location

SOLUTION

After significant consultation with the City and its stakeholders, CBRE developed customized marketing materials including drone videography, a website, brochures, and an RFP reflecting the City's aesthetic and vision for the site. CBRE's Property Marketing specialists worked with the City to rebrand the project which had previously been known as the "Bamboo parcel," to Imperial Crossing, demonstrating our ability to customize our offering materials to the community, its heritage and our client's goals.

RESULTS

The RFP was released in mid-January with proposals due in mid-April 2020. The offering has attracted significant interest with over 75 potential bidders downloading the project documents. CBRE delivered multiple competitive offers to the City. City Council selected the winning bidder and the project closed in April 2022.



Imperial Crossing Offering Memorandum

Broward County, FL

Headquarters Planning & Execution

CHALLENGE

Broward County engaged CBRE after a competitive procurement to provide in depth analysis and planning services related to the site selection and relocation of its administrative headquarters. The County was seeking creative, data-backed recommendations for relocation based on several parameters including cost, accessibility, time, and overall benefit to the County and its taxpayers.

SOLUTIONS

CBRE reviewed existing County-owned sites for consideration, as well as available sites in the market, delivering a market survey for available property, working with the County to short list sites for consideration, and evaluating those sites based on population dispersion within the County and five year projected population growth in the County.

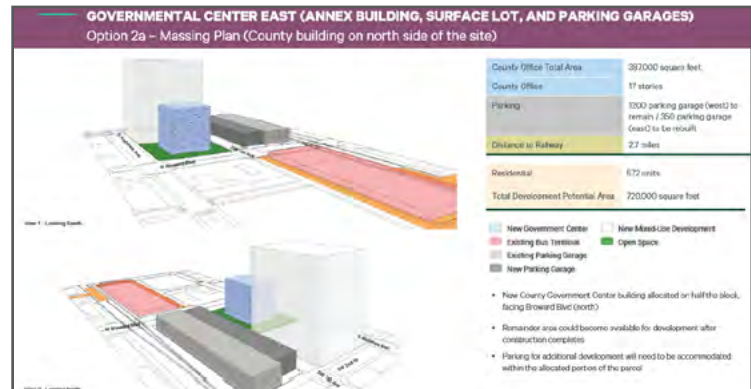
Upon the County's shortlisting of the sites, CBRE provided an analysis of each site's attributes including ownership, size, pricing, parking, zoning, transit options, temporary space relocation requirements, etc. CBRE also provided a qualitative Strengths, Challenges, Opportunities and Threats (SCOT) assessment of each site. Next the team applied quantitative analysis to the properties, developing site plan analysis to determine the buildable capacity in accordance with the County's space program and existing zoning. The team delivered a massing plan for each site to visually demonstrate its capacity for new construction, and provided conceptual cost analysis and estimations for costs including LEED certifications, core and shell, parking, furniture, fixtures and equipment (FF&E), hard and soft costs, interior buildout, temporary space required, etc.

RESULTS

Following CBRE's presentation to County Commissioners, the County directed CBRE to focus the next stage of the analysis on two owned sites in downtown Fort Lauderdale. Working with an architecture and planning firm, CBRE prepared in-depth blocking and stacking plans for the County's occupancy on the two sites to present a more detailed picture of the strengths and challenges in each site. The team is currently working on financial analysis of the revenue that may be generated by mixed use development on vacant portions of each property to offset the cost of the County's occupancy.



MULTIPLE SITE OPTIONS



City of Pompano Beach, FL

Development Advisory Services

CHALLENGE

The City of Pompano Beach, FL, and its Community Redevelopment Agency (CRA) have embarked on an ambitious plan to establish a more robust downtown area to stimulate economic development, enhance the area's competitiveness, and create a sense of place and identity for the City. The City and CRA have strategically designed a land assemblage of over 121 parcels totaling +/- 75 acres, invested in drainage and site infrastructure, and are working on modifications to the traffic patterns in the area to improve safety and pedestrian access. The City and CRA sought CBRE's support in engaging appropriate development partners to deliver effective mixed uses on the properties, including a new City Hall facility, transit-oriented development, and retail and multifamily services.

SOLUTIONS

CBRE has worked consultatively with the City and CRA to capture citizen feedback and desires for growth in the area, preparing a comprehensive developer solicitation and incorporating the significant amount of pre-development work the City has already completed. CBRE launched a global marketing campaign encompassing all 75 acres with highly customized marketing materials, including an Invitation to Negotiate, a property website, drone video, and media outreach.

RESULTS

The offering received significant market interest, and multiple competitive offers for redevelopment. CBRE has been the City's full partner in bidder analysis, arranging site visits for comparable projects, and supporting the public presentation and engagement process.



RFP Document



In October 2023, CBRE presented a side-by-side comparison of the developer proposals and was proud to achieve a 5-1 approval vote from City Commission to move forward with negotiations with the highest ranked offeror, a \$1.5B project.

North County Transit District, CA

Development Advisory, Marketing, Negotiation, Execution

CHALLENGE

The North County Transit District (NCTD) provides bus, train, and hybrid rail services in North San Diego County. CBRE was engaged to provide a broad suite of real estate services including identifying and activating sources of revenue in the portfolio. NCTD's Oceanside Transit Center is located less than one-quarter mile from the Pacific Ocean and one-half mile from the Oceanside Pier. The site is comprised of 19 contiguous parcels of land with an estimated building capacity of over 650,000 square feet and includes transit operations and NCTD's administrative headquarters. The site was identified as a redevelopment opportunity to increase ridership, improve NCTD's headquarters facility, and deliver higher density, mixed and complementary uses that will serve to draw new residents and visitors, as well as expand transit ridership and the workforce in downtown Oceanside.

SOLUTION

CBRE and our partners have provided a highest and best use study of the property, massing studies and density projections, and significant developer engagement to market the opportunity in advance of the release of a formal RFP to developers. CBRE prepared and launched a comprehensive marketing campaign to attract financially competitive proposals that also meet NCTD's operational objectives. The highly custom materials include videos, photography, brochures, a website, and detailed Request for Proposals (RFP).

RESULTS

CBRE's marketing efforts attracted international attention and delivered multiple competitive proposals offering significant value to NCTD including a revised street grid, build to suit headquarters facilities, and multiple mixed uses including parking. The team collaborated closely with NCTD to refine the available offers, create a competitive environment for the project, and negotiate the best terms for the District. The \$400M project was approved in late 2020 and will include:

- 648 multifamily units
- 18% affordable units
- 44,000 SF office space for NCTD Headquarters
- 141 hotel rooms
- 732 parking spots
- 12 bus bays

The project was so successful that NCTD has engaged CBRE to represent it on additional sites in Carlsbad and Escondido.



Your team



LEE ANN KORST

Senior Vice President
Southeast Regional Manager
CBRE Public Institutions &
Education Solutions



KEVIN MCSHEA

Vice President
CBRE Public Institutions &
Education Solutions



ROBERT SHAW

CGC | LEED® AP

Project Management Director
CBRE Project Management



KELLEY MATHESON

First Vice President
CBRE Office Services



ROSS HUBER, CFA

Financial Consulting Director
CBRE Financial Consulting Group



MICHAEL MCSHEA

Executive Vice President
CBRE Public Institutions &
Education Solutions



TESS FLEMING

Transaction Manager
CBRE Public Institutions &
Education Solutions



**FLORIDA'S LEADING
DEVELOPMENT
ADVISORY TEAM**

**+ 150 YEARS
COMBINED EXPERIENCE**

**+\$3B
IN RECENT DEVELOPMENT PROJECTS
BROKERED**

**20+
RECENT DEVELOPER PARTNERSHIPS
ADVISED AND REPRESENTED IN
SOUTH FLORIDA AND NATIONALLY**

LEE ANN KORST

Southeast Regional Manager
CBRE Public Institutions
and Education Solutions
+1 850 251 9319
leeann.korst@cbre.com



PROFESSIONAL EXPERIENCE

Lee Ann leads CBRE's Public Institutions & Education Solutions (PIES) practice throughout the Southeastern United States, providing commercial real estate advisory and representation services to government and educational clients in the region. Her background and experience are deeply rooted in development advisory, portfolio management, tenant representation, acquisition and disposition brokerage, and property management. Lee Ann is a licensed real estate professional in Florida.

Lee Ann has led many public-private partnerships (P3s) for municipalities, including high profile administrative headquarters, marinas, golf courses, and long-term ground leases for development purposes. She has provided strategic advisory services to the States of South Carolina, Florida, the Commonwealth of Puerto Rico as well as numerous municipalities where opportunities to "right size" portfolios, generate revenue, or reduce expenses are recommended and realized.

Prior to joining CBRE in 2013 Lee Ann held several positions in Florida State government. She served as the Director of Real Estate and Deputy Secretary at the Department of Management Services, which included oversight and management of 7.9 MSF in the Florida Facilities Pool and 10 MSF of private sector leasing. Lee Ann then served as the Deputy Executive Director for the Department of Highway Safety and Motor Vehicles, responsible for direct management and oversight of the Division of Driver Licensing, Division of Motor Vehicles, Customer Service Center and Cabinet Affairs. She also served the Department of Highway Safety and Motor Vehicles as the Chief of Staff, which included overseeing administrative functions of that 4,500-employee state agency and \$280M budget.

Prior to her public service, Lee Ann worked for Equity Office Properties for more than ten years, leasing and managing a variety of property types and ultimately serving as General Manager for One Ninety-One Peachtree Tower in Atlanta, Georgia, where she led the successful financial and operational performance of this 1.2 MSF Class A space.

RECENT LAND DEVELOPMENT CLIENTS:

- City of Hollywood, Hollywood Beach Cultural & Community Center
- City of Hollywood, Orangebrook Golf & Country Club
- City of Miami, Miami Riverside Center
- City of Miami Gardens, mixed assortment of parcels for commercial and residential development
- Johnson & Wales University Campus redevelopment sale, North Miami
- Downtown Investment Authority of Jacksonville, The Ford on Bay
- Duval County Public Schools, Administrative Headquarters relocation
- JEA, redevelopment of 1,200 acre St Johns River Power Plant site

AWARDS

- TOBY Winner (over 1,000,000 SF category)
- TOBY Judge (250,000- 499,000 SF category)
- TOBY Winner (250,000 – 499,000 SF category)
- Equity Office Properties Building of the Year
- TOBY (The Office Building of the Year) Winner (100,000 – 249,000 SF)
- International Tenant Handbook of the Year Award

EDUCATION

- Master of Business Administration, Oglethorpe University
- Bachelor of Science in Management and Quantitative Methods, Illinois State University
- Harvard University - Strategic Negotiations: Deal Making for the Long Term

SPEAKING ENGAGEMENTS

- Guest speaker at Florida P3 conference

KEVIN MCSHEA

Vice President
CBRE Public Institutions & Education
Solutions
+1 610.574.1534
kevin.mcshea@cbre.com



PROFESSIONAL EXPERIENCE

Kevin McShea is the newest addition to CBRE's Public Institutions and Education Solutions group (PIES).

With more than 30 years of experience in every major US market, Kevin's practice is exclusively devoted to representing occupiers and tenants of commercial real estate, locally and nationally. Kevin's services and expertise extends beyond traditional tenant advisory and transaction management and includes a comprehensive suite of solutions that also encompasses workplace strategies, project management, and lease administration.

In his role with PIES Kevin is responsible for account and transaction management, customer relationship support, and new business development across the Southeast.

PROFESSIONAL AFFILIATIONS

- CCIM 101/102, Argus DCF
- Brokers Real Estate License - Virginia, Pennsylvania, Maryland, and Washington DC

EDUCATION

- BS, Business Administration concentration Finance, University of Delaware

SAMPLE CLIENTS

- Tennessee Valley Authority
- City of Miami, FL
- State of Florida
- Pinellas County
- Miami Dade County
- City of North Port, FL
- Microsoft Corporation
- AIG
- Wells Fargo
- Penn National Gaming
- URS
- Prudential Property

ROBERT SHAW, CGC | LEED® AP

Project Management Director
 CBRE Project Management
 +1 561 818 1668
 robert.shaw2@cbre.com



SAMPLE CLIENTS REPRESENTED

- Jacksonville Electric Authority
- Florida Power & Light
- The Related Group
- Swire Group
- Palm Beach County Schools
- Broward County Schools
- Miami Dade County Public Schools
- ION Media
- Verizon Business
- TD Bank
- BlackRock
- Whitehall Condominium Association
- Miami Community Charter School
- FPL FiberNet

PROFESSIONAL EXPERIENCE

Robert Shaw is an accomplished construction professional with a proven track record of leading project teams, consultants and owners in the successful planning and completion of major construction projects. His experience includes acquisitions, design development, sourcing, sitework, utilities, regulatory approvals, project delivery methods, project management, and owner’s representation.

Mr. Shaw is a licensed General Contractor in the State of Florida, with LEED Accreditation and LEED Platinum Net Zero project experience. He has expertise in class A office complexes, hardened facilities, corporate offices, Data Centers, educational, regulated utilities, retail, high rise, commercial, industrial, environmental remediation, and tenant improvement projects.

Before joining CBRE in 2017, Mr. Shaw served as Senior Project Manager for Turner Construction Company and for John Moriarty Associates of Florida. His prior experience includes Facility Manager for all corporate owned facilities at Florida Power & Light and Facilities Operations Coordinator for Dade County Public Schools

Client		Type	SF
SWIRE GROUP	Miami, FL	Mixed Use	5,400,000
FPL	Palm Beach Gardens, FL	Office	263,000
FPL	West Palm Beach, FL	Operations	72,000
JEA	Jacksonville, FL	Office	153,000
The Related Group	Hallandale Beach, FL	Condo Hotel	527,000
Palm Beach County Schools	Palm Beach, FL	Educational	500,000+

CREDENTIALS

- Certified General Contractor, State of Florida, CGC-062220
- LEED Accredited Professional
- Green Advantage Environmental Certification for Commercial/Residential
- OSHA 30

EDUCATION

- MBA, University of Miami
- B.S. Construction Management, Florida International University

ROSS HUBER, CFA

Director
Financial Consulting Group
+1 312 935 1437
ross.huber@cbre.com



PROFESSIONAL EXPERIENCE

Currently a member of CBRE's Financial Consulting Group, Mr. Huber joined the firm in January of 2006. In his role as a director, Mr. Huber provides financial and analytical consulting to corporations, financial institutions, REIT's and real estate advisory companies.

He is a regular collaborator with Lee Ann Korst and other members of CBRE's Public Institutions & Education Solutions team to advise municipal and government clients on the financial implications and elements of real estate transactions and projects including for the Cities of Miami, Miami Beach, Hollywood, and Miami Gardens.

The Financial Consulting Group is a team comprised of over twenty professionals throughout the country. The group leverages the proven experience and local market knowledge of more than 14,000 real estate professionals worldwide to provide custom analyses, which empower clients to make the most informed real estate decisions.

PROFESSIONAL EXPERIENCE

- Licensed Real Estate Salesperson, State of Illinois
- Chartered Financial Analyst

EDUCATION

- University of Wisconsin - Madison; B.S. in Economics

RECENT LAND DEVELOPMENT PROJECTS:

- City of Hollywood, Hollywood Beach Cultural & Community Center
- City of Hollywood, Orangebrook Golf & Country Club
- City of Miami, Miami Riverside Center
- City of Miami Gardens, mixed assortment of parcels for commercial and residential development
- Johnson & Wales University Campus redevelopment sale, North Miami
- Downtown Investment Authority of Jacksonville, The Ford on Bay
- Duval County Public Schools, Administrative Headquarters relocation
- Transit oriented redevelopment, 10 acres, Oceanside, CA
- Redevelopment project, 200 acres, San Diego, CA

TESS FLEMING

Transaction Manager
CBRE Public Institutions & Education
Solutions
T: 904.633.2607
tess.fleming@cbre.com



PROFESSIONAL EXPERIENCE

Tess Fleming joined CBRE in May 2015 and leads public sector marketing efforts for CBRE's Public Institutions and Education Solutions group (PIES) in the Southeast. Tess is responsible for creating client proposals, presentations, and offering memorandums for public sector clients. Tess has created marketing materials for properties owned by marquee clients including the Cities of Miami, Miami Gardens, Ft. Lauderdale, Hollywood, Bonita Springs, Cape Coral, and Mobile, among others. In addition, she manages CBRE's sales process for disposition of surplus property on behalf of the State of Florida's Department of Environmental Protection. The team has sold over \$44M in surplus property to date. Tess brings more than 15 years of real estate experience and 25 years of account management and administrative support.

EDUCATION

- Florida Real Estate License
- Associate of Arts, Florida State College of Jacksonville
- BAS, Supervision and Management, Florida State College of Jacksonville

RECENT LAND DEVELOPMENT PROJECTS:

- City of Hollywood, Hollywood Beach Cultural & Community Center
- City of Hollywood, Orangebrook Golf & Country Club
- City of Miami, Miami Riverside Center
- City of Miami Gardens, mixed assortment of parcels for commercial and residential development
- Johnson & Wales University Campus redevelopment sale, North Miami
- Downtown Investment Authority of Jacksonville, The Ford on Bay
- Duval County Public Schools, Administrative Headquarters relocation

MICHAEL MCSHEA

Exec. Vice President & Co-Founder
CBRE Public Institutions
and Education Solutions
+1 202 669 2580
michael.mcshea@cbre.com



RECENT LAND DEVELOPMENT PROJECTS:

- City of Hollywood, Hollywood Beach Cultural & Community Center
- City of Hollywood, Orangebrook Golf & Country Club
- City of Miami, Miami Riverside Center
- City of Miami Gardens, mixed assortment of parcels for commercial and residential development
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- Duval County Public Schools, Administrative Headquarters relocation
- Transit oriented redevelopment, 10 acres, Oceanside, CA
- Redevelopment project, 200 acres, San Diego, CA

PROFESSIONAL EXPERIENCE

Michael B. McShea, Executive Vice President, is a co-leader of CBRE's state and local government practice. Mr. McShea provides strategic planning, development advisory, brokerage and other associated real estate services to government entities and education institutions nationwide. He is licensed in Florida, Maryland, New York, and California.

Mr. McShea is a long time collaborator with Lee Ann Korst and together they have advised municipalities throughout Florida and the Southeast on the optimization of their real estate portfolios and real estate transactions. As an example, Mr. McShea and Ms. Korst are current collaborators on a \$1B redevelopment project for the City of Miami, led the State of South Carolina through an asset inventory and portfolio optimization leading to the disposition of over \$59M in surplus property, and represent the State of Florida as a strategic partner.

Nationally, Mr. McShea has provided development advisory services for the North County Transit District, College of William & Mary, Alexandria City Public School System, National Institutes of Health, John Hopkins Applied Research Laboratory and the University of Cincinnati. He has advised the cities of Indianapolis, IN, Mobile, AL, Ann Arbor, MI and Miami, FL on economic development initiatives and public private partnerships.

Mr. McShea has developed strategic plans for various government entities including, most recently, the Commonwealth of Puerto Rico, States of Florida and South Carolina, and the Cities of Fort Myers, FL, Oakland, CA and Mobile, Alabama.

ACHIEVEMENTS

- United States Conference of Mayors Outstanding Achievement in Public Private Partnership, City of Tulsa, City Hall Acquisition
- National Association of State Facility Administrators Outstanding Achievement Award, Portfolio Management with the State of Michigan

EDUCATION

- Bachelor of Science, Business and Management, University of Maryland

INDUSTRY RECOGNITION & SCHOLARSHIP

Mr. McShea has been a guest lecturer on various topics involving corporate, municipal and educational real estate including the National Association of College & University Business Officers (NACUBO), National Association of State Facility Administrators (NASFA), American Institute of Architects, California Association for Local Economic Development, American Association of Port Authorities, the Construction Manager Association of America and the Keenan Flagler Business School at the University of North Carolina Chapel Hill. He is also a recent speaker at federally focused P3 conferences and Florida-specific P3 events.

Thank you.

CBRE

**Lee Ann
Korst**

Senior Vice President
+1 850 251 9319
leeann.korst@cbre.com

**Michael
DiBlasi**

Managing Director
+1 813 495 4696
mike.diblas@cbre.com



**CONTRACT NO.: DMS-12/13-007A
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
CBRE, INC.**

AMENDMENT NO.: 3

This Amendment to Contract No.: DMS-12/13-007A (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and CBRE, Inc. (the "Contractor"), collectively known as the "Parties".

WHEREAS, the State of Florida, Department of Management Services, entered into a contract with CBRE, Inc., contract number DMS-12/13-007A, on April 9, 2014 for Tenant Broker and Real Estate Consulting Services; and

WHEREAS, on July 29, 2014 the Parties executed Amendment No. 1 amending Section 2.3 of the Contract; and

WHEREAS, on June 19, 2018 the Parties renewed the Contract for a period of five years; and

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 9.27 Modification of Terms of the Contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section 3.1 is hereby deleted in its entirety and replaced with the following:

Section 3.1 Contract Managers

Each Party will designate a Contract Manager whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. This person shall at all times have the skills, experience, and resources necessary to manage the Contract. A Party may replace its Contract Manager at any time upon written notification (by email or otherwise) to the other Party. Such changes do not require a formal written amendment to the Contract.

As of the Effective Date of this amendment, the Department's Contract Manager is the Bureau Chief, Real Property Leasing, Division of Real Estate Development and Management, 4050 Esplanade Way, Suite 315, Tallahassee, Florida 32399.

Contractor shall have its brokers meet in person with the Contract Manager annually to provide information as requested by the Contract Manager and work toward resolving any operational issues. The Department and contractor's Contract Managers will meet at least once a year to review contract performance, contract deliverables, training, contract gaps and/or clarifications. The meeting will be scheduled in Tallahassee and at a date and time as mutually agreeable.

2. Section 9.9 is hereby deleted in its entirety and replaced with the following:

Section 9.9 E-Verify

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

3. Section 9.16 is hereby deleted in its entirety and replaced with the following:

Section 9.16 Notices

Except where otherwise stated herein, all notices under this Contract shall be served upon the Department by certified mail, return receipt requested, by reputable courier service, or delivered personally to each of the following:

Department of Management Services

Jennifer Reed, Financial Procurement Administrator
Division of Real Estate Development and Management
4050 Esplanade Way, Suite
Tallahassee, Florida 32399-0950
Email Address also provided: Jennifer.Reed@dms.fl.gov

Department of Management Services

Cheryl McCall, Deputy Director
Division of Real Estate Development and Management
4050 Esplanade Way, Suite 3351
Tallahassee, Florida 32399-0950
Email Address also provided: Cheryl.McCall@dms.fl.gov

Except where otherwise stated herein, all notices under this Contract to be served upon Contractor shall be served by certified mail, return receipt requested, by reputable courier service, or delivered personally to:

CBRE, Inc.

William Gulliford, III, Managing Director

225 Water Street, Suite 110

Jacksonville, Florida 32202

Email Address also provided: tripp.gulliford@cbre.com

The Parties agree that any change in the above-referenced address or name of the contact person shall be submitted in a timely manner to the other Party in writing via email to the designated contact person. Changes concerning the identity of the contact person do not require a formal written amendment to the Contract. All other notices and other communications under this Contract shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named above, (ii) upon confirmation of courier delivery to the intended recipient, or (iii) three (3) business days after mailed by certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended.

4. Section 9.22 is hereby deleted in its entirety and replaced with the following:

Section 9.22 Scrutinized Companies

In accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link: <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link: <https://www.sbafla.com/fsb/PerformanceReports.aspx>.

5. Section 9.31 is hereby incorporated into the contract as follows:

Section 9.31 Section 508 Compliance

The Contractor will comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively

procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities.”

6. Section 9.32 is hereby incorporated into the contract as follows:

Section 9.32 Inspection of Records, Papers, and Documents

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

7. Section 9.33 is hereby incorporated into the contract as follows:

Section 9.33 Intellectual Property

The Parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, any intellectual property developed as a result of this Contract will belong to, and be the sole property of, the State. This provision will survive the termination or expiration of this Contract.

8. Section 9.34 is hereby incorporated into the contract as follows:

Section 9.34 Discriminatory, Convicted, and Antitrust Vendor Lists

The Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), Florida Statutes, that identify the impacts to the Contractor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Contractor shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Contract are placed on any such lists.

9. This Amendment is hereby made a part of the Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
10. This Amendment is effective upon the last date of execution.

SO AGREED by the Parties' authorized representative on the dates noted below:

Florida Department of Management Services

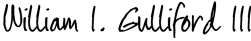
DocuSigned by:

4810986123514E1
Tom Berger, Director
Real Estate Development and Management

8/3/2021 | 8:47 AM EDT

Date

CBRE, INC.

DocuSigned by:

FBD08C51E9A742A...
Signature

William I. Gulliford, III

Print Name and Title

8/3/2021 | 8:41 AM EDT

Date

CONTRACT NO.: DMS-12/13-007A
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
CBRE, INC.

AMENDMENT NO.: 2
(RENEWAL NO.: 1)

This Amendment to Contract No.: DMS-12/13-007A (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and CBRE, Inc. (the "Contractor"), collectively known as the "Parties".

Therefore, the Parties agree to amend the Contract as follows:

1. Pursuant to Section 8.1. Term and Renewal, the Contract is renewed for five (5) years beginning April 9, 2019, and ending April 8, 2024.
2. Section 9.17. Public Records, is hereby revised to add subitem (v) as follows:

(v) 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 THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

3. Section 9.22. Scrutinized Companies List, is hereby revised to read as follows:

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S., respectively, or is participating in a boycott of Israel. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

4. Section 9.30. Cooperation with the Inspector General, is hereby incorporated into the Contract as follows:

9.30. Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

5. This Amendment is hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
6. This Amendment is effective April 9, 2019.

SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

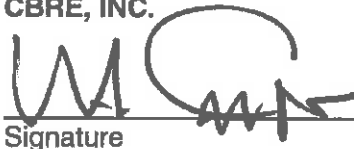


Tom Berger, Director
Real Estate Development and Management

6/19/19

Date

CBRE, INC.



Signature

William J. Gulliford III, Sr Managing Director

Print Name and Title

6.18.18

Date

**CONTRACT NO.: DMS-12/13-007A
 BETWEEN
 THE DEPARTMENT OF MANAGEMENT SERVICES
 AND
 CBRE, INC.**

AMENDMENT NO.: 1

THE PARTIES agree to amend Contract No. DMS-12/13-007A (the Contract), effective upon execution, as follows:

1. Section 2.3.1 Contractor Compensation, is replaced in its entirety to read as follows:

2.3.1 There is no Contractor compensation in excess or in addition to those payments established herein for Services.

2.3.1 Compensation for Lease Transaction Services and Portfolio Strategy Services.

The compensation for performing the Lease Transaction Services allowed under this Agreement, Contractor shall receive either the Commission paid by the subject landlord through the Eligible User as indicated below. Payments shall be made based on the aggregate of each of the amounts of the gross base rent of the lease. (For example: a five (5) year lease (base term) with a total obligation of \$2,765,432 will have a commission bill as follows: the first \$0 - \$500,000 bills at 3.5%, the next \$500,001 - \$2,500,000 will bill at 3.25% and the last \$2,500,00 - \$2,765,432 will bill at 3.0%). All payments for lease transaction services as well as any other services procurement under this contract must be evidenced by either a purchase order or a two party written Commission Agreement.

Table 1 - Commission Schedule

Type of Lease Agreement Negotiated	Maximum Compensation Rate	
New leases ¹	Total Aggregate Gross Base Rent of the Base Term of the Lease as indicated above	Maximum Rate
	The first \$ 0 - \$ 500,000	3.50%
	The next \$ 500,001 - \$2,500,000	3.25%
	The next \$ 2,500,001 - \$4,500,000	3.00%
	The next \$ 4,500,001 - \$6,499,999	2.75%
	The next \$ 6,500,000 and over	2.50%
Lease renewal, lease modifications, stay-in-place lease, lease extension, lease expansion	2% of the rent to be paid for the term of the action. ²	

¹ At DMS's discretion and approval, a lease that has been substantially restructured to decrease the effective rental rate for leased space, resulting in a notable reduction in the overall lease costs in accordance with the objectives established in the annual *Strategic Leasing Plan* can be considered a "new lease" for the purposes of compensation.

² If the existing lease term is incorporated in a new transaction, such term (or value) shall be excluded from the commission calculation.

Type of Lease Agreement Negotiated	Maximum Compensation Rate
All leases for warehouse, hangar or storage space	2% of the sum of the annual rent to be paid over the initial term of the lease for leases 0-5,000 square feet Leases over 5,001 square feet follow the new lease chart above.
Independent Market Analysis	\$ <u>225.00</u> per IMA
Broker Opinion of Value or a Broker Price Option - Undeveloped Properties*	\$ <u>500.00</u> per BOV/BPO
Broker Opinion of Value or a Broker Price Option - Developed Properties	\$ <u>250.00</u> per BOV/BPO

*Undeveloped properties is defined a property that contains no structures.

Rates in excess of those established in Table 1 are not authorized.

Commissions received by the Eligible User on behalf of Contractor shall be paid to Contractor as indicated herein. However, under no circumstances shall Commissions become payable by Eligible User until such payments have been remitted to the Eligible User by the subject landlord.

Commission installments are paid as follows:

New leases:

50% upon full execution of the lease documents by the landlord the Eligible User and DMS; and 50% upon occupancy by the Eligible User of the leased premises.

Renegotiated/Modified Leases:

Should the lease be in the same location and thereby not requiring a move on the part of the Eligible User the commission shall be paid 100% at time of full lease execution by the landlord the Eligible User and DMS.


All Other Actions

Payment will be made as indicated on the purchase order or contract document.

2. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof. All other terms and conditions of the Contract and shall remain in full force and effect.

SO AGREED by the Parties' authorized representatives on the dates noted below:

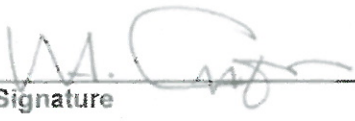
DEPARTMENT OF MANAGEMENT SERVICES



Stacy Arias, Deputy Secretary
7/29/14

Date

CBRE, INC.



Signature
William I. Culliford, III

Print Name and Title
Managing Director
July 14, 2014

Date



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**real estate development
and management**

We serve those who serve Florida

TENANT BROKER AND REAL ESTATE CONSULTING SERVICES

Contract By and Between

CBRE, Inc.

And the

State of Florida

Acting Through the

Department Of Management Services

DMS-12/13-007A

CONTRACT

This Contract (“Contract”), effective the date of full execution (“effective date”), is, between CBRE, Inc. (“Contractor”), a Corporation with an office at 225 Water Street, Suite 110, Jacksonville, Florida 32202, and the State of Florida, Department of Management Services (the “Department”), with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950 (each a “Party” and collectively, the “Parties”). Upon effective date of this Contract, contract DMS-06/07-115A, is replaced in full by this Contract. All new transactions shall be in accordance with this Contract.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

Section	Definitions
1	

1.1 Definitions.

“Credited Services” means those real estate consulting services which are funded by Service Credit Hours.

“Deliverables” means those actions, items, or materials delivered as part of the performance of the Services by Contractor as defined in this Contract.

“Eligible User” means any of the various state officers, State Agencies, departments, school boards, commissions, divisions, bureaus, councils and any other unit of organization, however designated, of state government and any other instrumentality of the State of Florida including the state courts, the state legislature, and the state university system including all governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida and any independent nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

“Engagement Checklist” means the list of desired services and is Appendix 1 to this contract.

“Purchase Order” means the document consistent with Section 287.058(1), Florida Statutes, used by an Eligible User to make a purchase under the Contract.

“Request for Space Need (RSN)” means an electronic submitted request, by an agency to DMS, to begin to address space needs.

“Scope of Services” means an official request for services sought that clearly establishes all tasks that the contractor is required to perform; outlines the project needs; identifies quantifiable, measurable, and verifiable units of deliverables; as well as time frames for performance and costing structure. For leasing transactions, the Scope of Services should take the form of an Engagement Checklist.

“Services” means the services assigned to Contractor as provided in this Contract.

“Service Credit Hours” means hours accrued pursuant to Section 2.4.1 below.

“State” means the State of Florida.

1.2 Rules of Interpretation.

In this Contract, unless otherwise indicated, or otherwise required by the context, the following rules of interpretation shall apply:

- (a) reference to, and the definition of, any document (including any exhibits) shall be deemed a reference to such document as it may be amended, supplemented, revised, or modified in the method prescribed herein;
- (b) all references to a “Section,” “Appendix,” or “Exhibit” are to a Section, Appendix, or Exhibit of this Contract;
- (c) Section headings and other captions are for the purpose of reference only and do not limit or affect the content, meaning, or interpretation of the text;
- (d) defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders;
- (e) the words “hereof,” “herein” and “hereunder,” and words of similar import, shall refer to this Contract as a whole and not to any particular provision of this Contract;
- (f) the words “include,” “includes,” and “including” are deemed to be followed by the phrase “without limitation;” and
- (g) any reference to a governmental entity or person shall include the governmental entity’s or person’s authorized successors and assigns.

Section 2

Scope of Services and Compensation

2.1. Services.

The following Services shall be provided by Contractor in exchange for compensation as set forth in Section 2.3 below:

2.1.1. Lease Transaction Services.

Contractor shall provide Eligible Users with the technical expertise to complete commercial lease and real estate transactions. Prior to the commencement of Services for leases, Contractor shall ensure that a Purchase Order has been issued in accordance with Section 4.1, and for State Agencies an RSN has been approved in accordance with either an Engagement Checklist or an appropriate Scope of Services. (see Appendix 1).

For each lease transaction, Contractor shall provide, at a **minimum**, the items set forth on the Engagement Checklist or the items as indicated on a scope of work attached to a Purchase Order. The services will be completed in accordance with the performance standards and metrics established under Section 2.5 below.

Should it be requested and approved through the Contract Manager, an Eligible User may be allowed to use accumulated credit hours, at a quoted rate, for any or all of these activities.

Lease Transaction Services to be provided per this Contract are to include the following:

- (a) Review, validation, and recommendation regarding the suitability of boundaries or the desirable area for a lease location that meets the Eligible User's needs using quantitative data;
- (b) Review, validation, and recommendation regarding the primary criteria for evaluating legitimate potential space and documentation of such criteria in the Engagement Checklist or documented scope of services;
- (c) For markets where such information is readily available, a summary of rental rate trends, vacancy trends, and absorption trends for a period as agreed upon and stipulated in the Engagement Checklist or documented scope of services;
- (d) Identification of all state-owned or leased real property, within a defined radius, as reported on publicly-available state databases, as agreed upon and stipulated in the Engagement Checklist or documented scope of services;
- (e) Identification of lease-action options including a pro/con analysis of each option and a projected cost per occupant for each option;
- (f) Assessment of proposed options compared to recommendations of most recent Master Leasing Report and Strategic Leasing Plan;
- (g) Development or review of intended lease documents and identification of changes that could broaden competition and potential negotiated cost savings;
- (h) Distribution of procurement documents via the method and to the extent agreed upon and stipulated in the Engagement Checklist or Scope of Work;
- (i) Review and validation, prior to publishing, of all anticipated responses to formally submitted procurement questions;
- (j) Participation at all vendor/bidder conferences or meetings;
- (k) Independent assessment of all procurement responses to determine bidder responsiveness, degree of completion of response, and technical evaluation of response;
- (l) Recommendation as to which bidder the Eligible User should negotiate and the rationale for such opinion;
- (m) Market analysis inclusive of all comparable facilities within a proximity to the subject facility as agreed upon and stipulated in the Engagement Checklist or Scope of Work;
- (n) A summary detailing the negotiation;
- (o) Analysis of bidders' responses to identify the facility and lease terms and conditions that the Contractor recommends are in the best interest of the state for the Eligible User to select;
- (p) Review, validation, and recommendation of modifications to final lease documents prior to submission to selected bidder;
- (q) Routing of lease documents for appropriate approval;
- (r) Lease transaction service close out review with Eligible User using Engagement Checklist to verify and validate completion of all agreed upon services.
- (s) Partnership with Eligible Users and landlords to assist with the monitoring of tenant build out.
- (t) Guide the landlord on the process for payment of the commission to the Eligible User.

2.1.2. Portfolio Strategy Services.

To the extent requested by the Department, and in accordance with this Contract, Contractor may be requested to assist and participate in the development and implementation of annual Strategic Leasing Plan(s) and Master Leasing Report(s) (collectively, the “Plan”). These services shall include:

- (a) Attendance and participation in a portfolio strategy-planning workshop no less than 6 months prior to submission date of the Plan with prior reasonable notice to the Contractor. This workshop shall address the following:
 - 1. Project timeline for development of the Plan;
 - 2. List of data required for development of the Plan;
 - 3. Review of progress on prior year’s Plan;
 - 4. Validation of goals of prior year’s Plan for inclusion in current Plan;
 - 5. Project team meeting schedule;
 - 6. Assignment of project team member responsibilities.
- (b) Summary of key environmental factors for consideration of impact on portfolio;
- (c) Analysis of market rent trends, vacancy, and absorption;
- (d) Analysis of market areas of concern and opportunity;
- (e) Analysis of portfolio supply and demand;
- (f) Summary of strategic plans for consideration against the Plan;
- (g) Editorial review of drafts of the Plan;
- (h) Plan implementation to the extent that implementation activities are considered Lease Transaction Services.

2.1.3. Real Estate Services.

An Eligible User may purchase additional services related to real estate management, support, operations, or other similarly related services. The Eligible User will provide a detailed Scope of Services, timelines for performance, business strategies, and desired pricing model for the needed service. Related real estate consulting and transactional services include, but are not limited to, relocation services, project management services, acquisition services, sale, lease, or disposition of properties, trading or swapping of properties, strategic consulting, real estate financial services, facilities management services, etc. Tenant Brokers will provide the Eligible User a quote in the format/method desired by the Eligible User which can be either a commission based quote, a flat fee for services quote, or an hourly rate quotes at the rates at or below those indicated in this contract.

INDEPENDENT MARKET ANALYSIS (IMA): An Eligible User may request an IMA that is independent from a lease transaction and will be paid directly by the Eligible User separate from any transaction. An IMA will consist of evaluating current Eligible User needs and obtaining a minimum of three (3) comparable current properties in the market that are equally leveraged to be similar to the current Eligible User need. If the Eligible User needs a full service lease that includes a build out, the comparable should be estimated to include those rates (not triple net). This service will be paid as indicated in Section 2.3.

BROKER OPINION OF VALUE or BROKER PRICE OPINION (BOV/BPO): An Eligible User may request a Broker of Opinion Value for a specific property. A BOV/BPO shall be an indication of the current market price for a particular parcel of land, building, or combination of land and building that takes into account current area rates; value of similar surrounding properties; asking prices; local and regional sold prices; demographic reports; the costs associated with getting the property ready for sale, and the costs of any needed repairs. This service will be paid as indicated in Section 2.3.

The Eligible User shall issue a Purchase Order or a Scope of Services to Contractor for real estate consulting services. State Agencies are required to use a Purchase Order.

An Eligible User may negotiate directly with any one contractor for consulting services, but the Department encourages Eligible Users to request quotes from the other contractor awarded this bid.

Contractor will not charge and shall not be entitled to payment for any real estate consulting services that result in or are incidental to a lease transaction for which compensation is paid under Section 2.3.

2.2. Eligible User's Right to Commission.

Whenever Contractor provides Services under 2.1.1., Contractor or the Eligible User shall negotiate a commission ("Commission"), in accordance with Section 2.3. Contractor hereby assigns to the Eligible User all of Contractor's rights, title and interest to any Commission. All commissions rates stated in 2.3 are ceiling rates; lower compensation rates may be established per transaction with the Contractor and with an Eligible User.

Contractor will use reasonable efforts to ensure that any Commission owed to Contractor resulting from Contractor providing services under Section 2.1.1 of this Contract will be directed to the Eligible User for disbursement to Contractor, in accordance with Chapter 255, Florida Statutes.

If a landlord wrongfully withholds a Commission, the Parties and the Eligible User will cooperate in the diligent pursuit of collection.

The Contractor may not submit a request for Commission reimbursement (invoice) to the Eligible User until and unless the Commission is paid to the Eligible User in accordance with this paragraph.

Moneys paid by a landlord to the Eligible User are not subject to the charges imposed under Section 215.20, Florida Statutes.

DMS has the authority to negotiate with the Contractor for a cap on commissions per Service or more broadly.

2.3. Contractor Compensation.

2.3.1. There is no Contractor compensation in excess or in addition to those payments established herein for Services.

2.3.1. Compensation for Lease Transaction Services.

As compensation for performing the Lease Transaction Services allowed under this Agreement, Contractor shall receive the Commission paid by the landlord through the Eligible User as indicated below. All payments for Services shall be made as indicated on the Purchase Order.

Table 1 - Commission Schedule

Type of Lease Agreement Negotiated	Maximum Compensation Rate	
	Total Annual Rent of the Base Term of the Lease	Maximum Rate
New leases ¹	\$ 0 - \$ 500,000	3.50%
	\$ 500,001 - \$2,500,000	3.25%
	\$ 2,500,001 - \$4,500,000	3.00%
	\$ 4,500,001 - \$6,499,999	2.75%
	\$ 6,500,000 and over	2.50%
Lease renewal, lease modifications, stay-in-place lease, lease extension, lease expansion	2% of the rent to be paid for the term of the particular lease renewal, modification, extension, expansion, or stay-in-place negotiated. ²	
All leases for warehouse, hangar or storage space	2% of the sum of the annual rent to be paid over the initial term of the lease for leases 0-5,000 square feet Leases over 5,001 square feet follow the new lease chart above.	
Independent Market Analysis	\$ <u>225.000</u> per IMA	
Broker Opinion of Value or a Broker Price Option - Undeveloped Properties*	\$ <u>500.00</u> per BOV/BPO	
Broker Opinion of Value or a Broker Price Option - Developed Properties	\$ <u>250.00</u> per BOV/BPO	

*"Undeveloped properties" is defined as property that contains no structures.

Rates in excess of those established in Table 1 are not authorized. Contractor will not charge and shall not be entitled to payment for any consulting services that result in or are incidental to a lease transaction for which compensation is paid under Section 2.3.

Commissions received by the Eligible User on behalf of Contractor shall be paid to Contractor as indicated herein. However, under no circumstances shall Commissions become payable by Eligible User until such payments have been remitted to the Eligible User by the landlord.

Commission installments are paid as follows:

New leases:

50% upon full execution of the lease documents by the landlord the Eligible User and the Department; and 50% upon occupancy by the Eligible User of the leased premises.

¹ At DMS's discretion and approval, a lease that has been substantially restructured to decrease the effective rental rate for leased space, resulting in a notable reduction in the overall lease costs in accordance with the objectives established in the annual *Strategic Leasing Plan*, can be considered a "new lease" for the purposes of compensation.

² If the existing lease term is incorporated in a new transaction, such term (or value) shall be excluded from the commission calculation.

Renegotiated/Modified Leases:

Should the lease be in the same location and thereby not require a move on the part of the Eligible User, the commission shall be paid 100% at time of full lease execution by the landlord, the Eligible User, and Department.

All Other Lease Transaction Services

Payment will be made as indicated on the Purchase Order.

2.3.2. Compensation for Portfolio Strategic Services.

Consulting services shall be priced on an hourly or fee-for-service basis, neither of which shall exceed the hourly rates identified by the Contractor and reflected in Table 2 below.

Table 2 – Labor Rate Schedule

CBRE, INC.		
<i>Position</i>	<i>Rate</i>	<i>Per Unit</i>
Facilities Management/Sourcing	\$	165.00/ Hr
Preventive Maintenance /Work Order System	\$	165.00/ Hr
Workplace Strategies	\$	165.00/ Hr
Organization and Process	\$	165.00/ Hr
Energy	\$	165.00/ Hr
Energy Procurement Systems	\$	165.00/ Hr
Valuation and Advisory	\$	295.00/ Hr
All other CBRE consultants will be billed at a blended rate	\$	165.00/ Hr
GENSLER (subcontractor)		
<i>Position</i>		
Space Management	\$	165.00/ Hr
CARL WALKER, INC (subcontractor)		
<i>Position</i>		
Parking	\$	165.00/Hr

2.3.3. No Payment for Expenses.

Contractor shall not be entitled to reimbursement of any costs or expenses incurred in the course of performing the Services, including costs associated with travel, couriers, meeting preparation, or meeting attendance, except by prior and specific written agreement with the Eligible User. Costs associated with travel are subject to section 112.061, Florida Statutes

2.3.4. No Other Compensation.

Contractor may not receive any other compensation for Services that are rendered under this Contract. All terms relating to the compensation of Contractor shall be as specified in this Contract and may not be supplemented or modified absent prior amendment to this Contract consistent with the terms of the solicitation.

2.4. Service Credit Hours.

As of the effective date of this Contract, the Department begins with two hundred (200) Service Credit Hours to be used by the Department for portfolio strategy services and real estate consulting services as identified in this Contract. Utilization of Service Credit Hours shall be tracked using Appendix 2 to this Amendment, entitled "Service Credit Hours Accounting Form."

The Contractor agrees to issue all Service Credit Hours to the Department upon receipt of agreed payments for any of the service categories identified in the Contract. The Department may use Service Credit Hours, at its discretion, for any Services, and may allocate those credit hours to user agencies for use on specific projects.

2.4.1. Accrual of Service Credit Hours.

In addition to those stated above, Service Credit Hours are also accrued as follows:

- (a) One (1) Service Credit Hours shall be accrued by the Department on the Contract Effective Date and each year thereafter, on the anniversary month and day the contract was effective; and
- (b) One Service Credit Hour shall be accrued by the Department for each \$1,667.00 received by Contractor under this Contract.

2.4.2. Use of Service Credit Hours.

The Department may use Service Credit Hours for the benefit of individual Eligible Users as payment for any Service provided for in the Contract at the rate of one Service Credit Hour for one hour of Service. To initiate utilization of Service Credit Hours, the Department will complete and submit to Contractor a task order using Appendix 3 to this Contract, entitled "Credit Hour Direct Order Request & Approval Form."

Unused Service Credit Hours will carry over to subsequent contract years and shall survive the expiration or termination of this Contract for 90 days. The Contractor shall maintain a detailed accounting of Service Credit Hour accrual and usage and shall report accrual and usage to the Department monthly, by using Appendix 2 to this Contract.

2.5. Performance Standards.

In providing the services per this Contract, Contractor shall be required to meet or exceed the following performance standards:

2.5.1. General Performance Standards.

- (a) Contractor shall work under the direction, supervision, and authority of the Eligible User, subject to the statutes and rules governing lease procurements;
- (b) Contractor will receive training from the Department concerning the rules governing general leasing and the procurement of leases;
- (c) Contractor will provide all labor, materials and supplies necessary to perform the Services;
- (d) Contractor must maintain an office in Florida and shall establish an Account Management Team to work directly with Eligible Users. This team shall consist of a minimum of one senior account executive and other licensed tenant brokers;
- (e) Tenant brokers must comply with all applicable provisions of chapter 475, Florida Statutes;

- (f) The Contractor shall deliver all Services in a professional, skillful manner in accordance with the standards and quality prevailing among first-rate, nationally-recognized firms in the industry and in accordance with this Contract;
- (g) Contractor shall provide the Department written updates on transactions in process of all Services under this Contract monthly. At its sole discretion, the Department may approve alternate update frequencies.

2.5.2. Lease Transaction Services Performance Deliverables.

- (a) Contractor shall ensure completion, in sufficient detail to document the full expectations of a subject lease transaction, of an Engagement Checklist or documented scope of services for each transaction under Section 2.1.1. Contractor shall distribute copies of Appendix 1 to this Contract, entitled the "Tenant Broker Engagement Checklist," to the appropriate representatives of the Eligible User and to the respective account manager with the Department.
- (b) Contractor shall complete the tasks agreed to during the initial engagement and documented on the Tenant Broker Engagement Checklist to meet, or exceed, the expectations of the Eligible User.
- (c) Upon completion of a subject lease transaction, Contractor should conduct a performance review with the Eligible User to verify/validate completion of tasks agreed upon at the time of the completion of Tenant Broker Engagement Checklist, or as mutually amended. Contractor will ensure documentation of the performance review and distribution of copies of the completed Tenant Broker Engagement Checklist to appropriate representatives of the Eligible User and the Department.

2.5.3. Portfolio Strategy Services Performance Deliverables.

Unless otherwise agreed to in writing, Contractor shall deliver all Portfolio Strategy Services to the Department within seven calendar days of the Department's formal request.

2.5.4. Satisfaction Surveys.

The Department shall conduct periodic customer-satisfaction surveys in the form of Tenant Broker Evaluation forms to monitor Contractor's performance. The customer-satisfaction survey will be the Tenant Broker Evaluation form, which will be required for each transaction.

- (a) Contractors shall encourage Eligible Users to correctly complete the evaluation form.
- (b) The Department shall provide Contractor with copies of the evaluation responses received on a quarterly basis.
- (c) Where evaluation form indicates performance expectations were not met (grade of D or lower), Contractor shall provide a written statement explaining Contractor's position on the assessment of the Eligible User and an intended course of action to ensure satisfactory completion of expectation in future transactions.

2.6. Acceptance of Services.

Within twenty (20) calendar days of receipt of each Deliverable to the Eligible User, the Eligible User shall give written notification of acceptance or rejection (with requirements for resubmission) to Contractor. Failure of the Eligible User to deliver notification of acceptance or rejection shall constitute an acceptance by the Eligible User by default.

2.7. Rejected Services.

Contractor shall have five (5) calendar days to correct any item rejected by the Eligible User for nonconformance with agreed upon performance standards.

Within five (5) calendar days of Contractor's resubmission, the Eligible User shall deliver written notification of acceptance or rejection (with reasonable specificity for rejection) to Contractor. At the discretion of the Eligible User, rejection of a resubmitted item due under the Services of this Contract may constitute a default of the Contract pursuant to Section 7 of this Contract.

2.8. Non-Exclusivity.

Nothing in this Contract shall be interpreted to exclude the Department from providing Services the same as or substantially similar to the Services for an Eligible User.

Nothing in this Contract shall be interpreted to restrict any Eligible User from hiring third parties to perform services the same as or substantially similar to the Services. However, once Contractor has begun performing Services hereunder, Contractor shall not be replaced without prior notice and due cause. If appropriate notice is provided, Contractor shall not be entitled to any Commission or other compensation for the Services.

Section 3

Contract Administration

3.1. Contract Managers.

Each Party will designate a Contract Manager whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. This person shall at all times have the skills, experience and resources necessary to manage the Contract. A Party may replace its Contract Manager at any time upon written notification (by email or otherwise) to the other Party.

As of the Effective Date, the Department's Contract Manager is the Bureau Chief, Real Property Leasing, Division of Real Estate Development and Management, 4050 Esplanade Way, Suite 315, Tallahassee, FL 32399.

Contractor shall have its brokers meet in person with the Contract Manager annually to provide information as requested by the Contract Manager and work toward resolving any operational issues. The Department and contractor's Contract Managers will meet at least once a year to review contract performance, contract deliverables, training, contract gaps and/or clarifications. The meeting will be scheduled in Tallahassee and at a date and time as mutually agreeable.

3.2. Contractor's Account Management Team.

3.2.1. Account Managers.

Contractor shall designate Contractor's primary account manager ("Account Manager") dedicated to the Department. The Account Manager (or designee) shall be available to the Department from 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays. The Account Manager must have sufficient experience and authority to resolve any conflicts arising from the delivery of Services under this Contract.

3.2.2. Contractor's Representative.

Contractor shall designate Contractor's representatives ("Contractor's Representatives") dedicated to an Eligible User for each transaction performed under Lease Transaction Services. Contractor's Representatives (or designees) shall be available to the Eligible User and the Department from 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays. Contractor's Representatives must have sufficient technical experience and authority to carry out all agreed upon Lease Transaction Services.

3.3. Employees.

3.3.1. No Joint Employees.

Neither Party shall be deemed a joint employer of the other's employees, each Party being responsible for any and all claims by its employees. Neither Party's employees shall be deemed "leased" employees of the other for any purpose.

3.3.2. Subcontractors.

Contractor is responsible for the acts or omissions of all Subcontractors used by Contractor in the performance of Services. Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder without the prior written consent of the Department, and the Department must approve all subcontracts. The State shall have no liability of any kind for subcontractor claims, demands, loss, damage, negligence, or any expense relating, directly, or indirectly, to Subcontractors.

3.3.3. Removal or Replacement of Employees and Subcontractors for Cause.

The State may refuse access to or require replacement of any Contractor employee, Subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such action shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of Contractor's employees, Subcontractors, or agents.

3.3.4. Non-Discrimination and Equal Opportunity.

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small and minority/women owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the State. The State maintains data to establish benchmarks from which to measure supplier diversity in State contracting. Vendors who contract with the State are obligated to provide reasonable information from time to time related to the use of minority/women-owned businesses. The Department will inform Contractor of those obligations as they arise and Contractor will have a reasonable time to comply.

3.3.5. Employment of State Workers.

During the term of this Contract, Contractor shall not knowingly employ, subcontract with, or sub-grant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined by Section 112.312(15), Florida Statutes) who is employed by the State or who has participated in the performance or procurement of this Contract, except as provided in Section 112.3185, Florida Statutes.

3.3.6. Background Screening.

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons, hereinafter referred to as "Person" or "Persons," operating under their direction with access to State of Florida data. "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy. The Contractor shall ensure that the background screening is conducted on all Persons directly performing services under the Contract whether or not the Person has access to state of Florida Data, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State of Florida Data.

The minimum background check process shall include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

Social Security Number Trace; and
Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available);

The Contractor agrees that each Person will be screened as a prior condition for performing services or having access to State of Florida Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor shall maintain documentation of the screening in the Person's employment file.

The Contractor is required to submit a written report to the Department's Contract Manager within fifteen (15) days from the start of the contract listing those Persons who have been screened, those Persons with Criminal Findings who have been removed from performing services or having access to State of Florida Data, and those Persons with Criminal Findings that the Contractor has allowed to continue providing services or allowed access to State of Florida Data through the process described in A 1. above. The report by the Contractor shall at a minimum include the name of the Person, the title of the Person's position, a description of the job, and a description and date of the Criminal Finding and, where applicable, an updated status of the court proceeding or ultimate disposition.

1. Disqualifying Offenses/ Criminal Finding

A "Criminal Finding" is defined as a misdemeanor or felony conviction, plea of nolo contendere, plea of guilty, or adjudication of guilt withheld record for any disqualifying offense listed below. If at any time it is determined that a Person has a Criminal Finding within the last ten (10) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

Computer related or information technology crimes
Fraudulent practices, false pretenses and frauds, and credit card crimes
Forgery and counterfeiting

Violations involving checks and drafts
Felony theft

If the Contractor removes a Person from a position under this provision due to a Criminal Finding, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor shall consider the following factors only in making the determination: i) the nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the person, and iv) the relevancy of the offense to the job duties of the Person. During the process of collecting the information and making a decision, the Contractor shall not allow the Person to perform services or have access to state of Florida Data.

2. Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days a Criminal Finding or an updated court disposition of a Criminal Finding. The Contractor shall notify the Department's Contract Manager within 24 hours of all details concerning any Criminal Finding or updated court disposition of such Criminal Finding as reported by a Person. The Contractor shall immediately assess whether to disallow that Person access to any State of Florida Data or from directly performing services under the contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional Criminal Findings and shall maintain that certification in the employment file.

3. Refresh Screening

The Contractor shall ensure that all background screening is refreshed every five (5) years from the time initially performed for each Person during the Term of the Contract.

4. Duty to Provide Secure Data

The Contractor shall maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor shall also comply with all other state and federal rules and regulations regarding security of information.

5. Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two days prior written notice to the Contractor during the Term of the Contract. The Department shall have the right to inspect the Contractor's work area and/or location upon two business days prior written notice to the Contractor to ensure that access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

6. Audit Rights

The Department shall have the right to audit compliance with this Section at any time, and Contractor and its Subcontractors shall cooperate with this audit process.

Section 4

Service Orders and Financial Management

4.1. Procurement Documentation.

LEASE TRANSACTION SERVICES:

The Contractor **shall not** deliver or furnish **any** leasing transaction services under this Contract until an approved RSN is received from the Department and either a Purchase Order or an approved Credit Hour Direct Order is received from the Eligible User. All Purchase or Direct Orders shall:

- (a) Bear the contract number DMS 12/13-007A; and
- (b) Be placed by the Eligible User directly with the Contractor; and
- (c) Be deemed to incorporate by reference the terms of this Contract;
- (d) Contain performance standards for all deliverables with associated time frames;
- (e) Will have a completed Engagement Checklist or an Eligible User defined Scope of Services; and
- (f) Will have a DMS approved RSN on file before work can begin.

Any discrepancy between the Contract terms and the terms stated on the Purchase Order, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Eligible User.

The Contractor must receive Purchase Orders no later than thirty days prior to the last day of the Contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the Contract. Timely Purchase Orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions thereof shall survive the termination of the Contract.

Within four (4) business days of receiving a Purchase Order or Direct Order, the Contractor will provide the Eligible User with a written acknowledgement that the Contractor either accepts or rejects the Purchase Order, stating with reasonable specificity reasons for rejecting a Purchase Order. The Contractor shall not reject a Purchase Order or Direct Order unless the Order contains terms that impose unreasonable burdens, represent a conflict of interest, or are inconsistent with other provisions of this Contract.

OTHER REAL ESTATE SERVICES:

Requests from an Eligible User for services other than leasing transaction services shall be documented by a Purchase Order, Scope of Services, or other written agreement which clearly establishes specific tasks the Contractor is required to perform, outlines the request desired, period of performance, specific deliverables that must be provided and accepted prior to payment, specific criteria that will be used to determine the contractor's successful performance, payment type (commission, flat fee, or hourly) and financial consequences that the Eligible User will apply if the Contractor fails to perform in accordance with the contract. This includes the use of a broker for IMA, or BOV/BPO.

4.2. Invoicing and Payment.

4.2.1. Invoices.

Invoices shall contain the Contract Number, Purchase Order Number, and Contractor's Name. The Eligible User may require any other information from Contractor that the Eligible User deems necessary to verify any amount owed under the Contract. At the Eligible User's option, Contractor may be required to invoice electronically pursuant to set guidelines. The Contractor may supply electronic invoices in lieu

of paper-based invoices for those transactions processed through the MyFloridaMarketplace System. Electronic invoices shall be submitted through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

4.2.2. Payment.

Payment shall be made in accordance with sections 215.422 and 287.0585 and 255.25 of the Florida Statutes, which govern time limits for payment of invoices. Time limits do not begin until Contractor submits a properly completed invoice received after the submission of the actual commission check from the Landlord to the Eligible User. Invoices that must be returned to Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by Eligible Users. An Eligible User's delay in payment shall not constitute a breach of the Contract and shall not relieve Contractor of its obligations to the Department or to other Eligible Users.

4.2.3. MyFloridaMarketPlace Fee.

The Department has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any Deliverable(s) if such Deliverable(s) is rejected or returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when a Deliverable is rejected, returned, or declined, due to Contractor's failure to perform or comply with the requirements of this Contract.

Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering reprocurement costs from Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

4.2.4. No Surcharge on Eligible Users.

Monies paid to Contractor are exempt from any charge imposed under Section 287.1345, Florida Statutes.

4.2.5. Disputed Invoices.

If an Eligible User reasonably and in good faith disputes that any portion of any amount claimed by Contractor is payable or has been erroneously paid, as the case may be, then the Eligible User will timely pay any undisputed portion of the amount and will provide Contractor with written notice specifying the disputed amount and the basis for the dispute in reasonable detail. Upon resolution of the disputed portion, any amounts owed to Contractor shall be paid within thirty (30) calendar days after the date such amounts were agreed upon. If payment is not available within forty (40) business days, measured from the latter of the date the invoice is received, or the services are received, inspected and approved, an interest penalty will be due at a rate as established pursuant to Section 55.03(1) of the Florida Statutes on the unpaid balance from the expiration of such forty (40) calendar day period until such time as the

warrant is issued to Contractor. Invoices returned to Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Eligible User.

4.3. Taxes.

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Contractor or for any taxes levied on employees' wages.

4.4. Audit Rights.

The Department reserves the right to inspect, at any reasonable time with prior notice, the equipment and other facilities of Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

Contractor recognizes and acknowledges Florida's broad public records law and therefore agrees, upon reasonable notice, to provide the State with reasonable access to audit, inspect, and copy all records and information, including records and information stored electronically, related to this Contract that are public record under Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and which have not been exempt. Without limiting the class of those authorized to perform an audit, Contractor acknowledges that the State Comptroller (and its successor), the State Auditor General, and the Department's Inspector General may conduct audits. The following records are specifically excluded from inspection, copying, and audit rights under this Contract: (i) financial records of Contractor that are unrelated to this Contract, (ii) documents created by and for the State or other communications related thereto that are confidential attorney work product or subject to attorney-State privilege, unless those documents would be required to be produced for inspection and copying by the State under the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, (iii) information of Contractor that is confidential, proprietary, or is a trade secret, and (iv) personal and financial data exchanged as required by this Contract, to the extent generally protected by law. Contractor shall be responsible for any taxes or any other liabilities imposed as a result of such audits and inspections. The State will use reasonable efforts to minimize the number and duration of such audits or inspections conducted and conduct such audits and inspections in a manner that will minimize the disruption to Contractor's business operations. The State shall be responsible for the costs associated with the audit review. Information disclosed during any such audit is subject to the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution.

Section 5

Damages for Delay

Contractor acknowledges that its failure to meet an agreed upon deadline for delivery of services other than brokerage services will damage the Eligible Users but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties' best interests to agree upon a reasonable amount of liquidated damages, which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages

Accordingly, liquidated damages shall be assessed on the Contractor at a rate of \$100.00 per calendar day for each calendar day the Contractor fails to complete agreed upon work after expiration of the time allowed by the State or Eligible User, subject to the *force majeure* provisions of section 9 below. Regardless of whether the time for completion of work (other than brokerage services) is stipulated in hours, calendar days, working days or business days, delay days shall be counted in calendar days. Allowing Contractor to finish the work, or any part of it, after the expiration of the time allowed, including extensions of time granted to Contractor, shall in no way act as a waiver of the liquidated damages due under this Contract.

Nothing in this section shall be construed to make Contractor liable for delays that are beyond its reasonable control. Nothing in this section shall limit the Eligible Users' right to pursue its remedies for other types of damages.

Section 6 Insurance

6.1. Insurance Coverage.

6.1.1. General Requirements.

No later than five (5) calendar days after execution of this Contract, Contractor shall, at its own expense, secure and maintain the insurance coverage outlined below. This Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy shall not be interpreted as limiting Contractor's liability and obligations under this Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor and is of the essence of this Contract. Performance may not commence on this Contract until such time as insurance is secured by Contractor and approved by the Department. Such approval will not be unreasonably withheld or delayed.

A certificate reflecting the continuing coverage of all such policies shall be delivered to the Department prior to the time such insurance is required and at least thirty (30) days prior to the expiration of any such policies. Such policies shall bear an endorsement stating that the insurer agrees to notify the Department not less than thirty (30) days in advance of the effective dates of any change in coverage or cancellation. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

Contractor is responsible for first dollar defense coverage. All general liability policies shall provide defense in addition to the policy limits. In respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage. Also, all of the policies set forth below shall contain an endorsement stating that coverage's are primary to the extent Contractor is liable under the Contract.

6.1.2. Commercial General Liability.

Contractor shall have comprehensive general liability insurance against any and all claims for injuries to persons or damage to property. Such insurance shall have combined single limits, per occurrence of not less than one million dollars (\$1,000,000), and not less than two million dollars (\$2,000,000) in the aggregate. Said insurance shall include coverage for operations and shall name the State as additional named insured.

6.1.3. Workers' Compensation Insurance.

Contractor shall have Workers' Compensation Insurance for all employees connected with the Services. Such insurance shall comply fully with the Florida Workers' Compensation law.

6.1.4. Comprehensive Automobile Liability.

Contractor shall have contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles, and equipment. The policy shall have combined single limits, per occurrence, for bodily injury and property damage of not less than one million dollars (\$1,000,000).

6.1.5. Professional Liability Insurance.

Contractor shall have professional liability insurance coverage, including errors and omissions coverage, to cover all professional services to be provided by Contractor under this Contract. The amount of coverage obtained shall be one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three-year tail coverage shall be provided for the same amounts and aggregate as detailed above.

6.2. Subcontractor Insurance Coverage.

Contractor shall require each of its subcontractors to secure and maintain the insurance coverage's set forth in subparagraphs 6.1.2, 6.1.3 and 6.1.4 above except that Contractor shall also be a named insured. Such coverage may be reduced or waived when approved in writing by the Contract Manager with the consent of the Department since certain subcontractors have potentially less exposure in liability than other subcontractors, depending on the nature of their work under this Contract. In no event may a subcontractor self-insure unless it obtains the prior written consent of the Department.

6.3. Deductible Amounts.

Contractor may choose the amount of deductible for any of the insurance coverage required above, but in no event shall such deductible for each occurrence exceed ___ percent of the required yearly aggregate limit of coverage. *[If blank, the limit will be 5%].*

6.4. Self-Insurance.

Except as agreed in a separate writing, no "self-insurance" coverage shall be acceptable unless Contractor is licensed or authorized to self-insure for a particular coverage in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the State of Florida.

Section 7

Default and Remedies

7.1. Contractor Events of Default.

The following list is non-exhaustive. Any one or more of the following events shall constitute an "Event of Default" on the part of Contractor:

- (a) Contractor fails to pay any sum of money required hereunder within thirty (30) calendar days after receipt of written notice that the same is due; or

- (b) Contractor fails to provide the Services required under this Contract or fails to meet any of the performance metrics established in accordance with Section 2; or
- (c) Contractor employs an unauthorized alien in the performance of any work under this Contract; or
- (d) Contractor fails to correct Contractor's work that the State has rejected as unacceptable or unsuitable; or
- (e) Contractor unilaterally discontinues the performance of the work required under this Contract; or
- (f) Contractor fails to resume work that has been discontinued within a reasonable time after notice to do so; or
- (g) Contractor fails to promptly pay any and all taxes or assessments imposed by and legally due the State or federal government; or
- (h) Contractor made or has made a material misrepresentation or omission in any materials provided to State; or
- (i) Contractor commits any material breach of this Contract; or
- (j) Contractor transfers ownership in violation of this Contract; or
- (k) Contractor utilizes a subcontractor in the performance of the work required by this Contract which has been placed on the State's Convicted Contractors List; or
- (l) Contractor is suspended or is removed as an authorized contractor by any state or federal agency or Contractor is convicted of a felony.

7.2. State Remedies in the Event of Default.

If Contractor commits an Event of Default, the Department shall provide Contractor with written notice (by regular mail, hand delivery, overnight delivery, email, facsimile, or any other reasonable means), stating the nature of the default and providing a time certain for correcting it. The notice will also provide that, should Contractor fail to perform within the time provided, Contractor will be found in default and removed from the Department's approved vendor list. Unless Contractor corrects its failure to perform within the time provided, or unless the Department determines on its own investigation that the Contractor's failure is legally excusable, the Department shall find Contractor in default and shall issue a second notice stating (i) the reasons Contractor is considered in default, (ii) that the Department will reprocore or has reprocored the commodities or services, and (iii) the amount of the reprocorement costs if known. Reprocorement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocorement.

The time allowed for correcting an Event of Default shall be ten (10) calendar days after receipt of written notice thereof; provided, however, if the obligation is of a nature that it could not reasonably be performed within ten (10) calendar days, such 10-day period may, at the Department's discretion, be extended so long as the Contractor begins performance within such 10-day period and thereafter diligently and continuously pursues performance, all being subject to Force Majeure.

If Contractor fails to correct an Event of Default, the State is entitled to any one or all of the following remedies:

- (a) Termination of this Contract, in whole or in part, with Contractor being entitled to payment only for completed Services (not for any pending lease transactions).
- (b) Termination of any or all other contracts with Contractor.

- (c) Pursuit of equitable relief and/or damages against Contractor to collect any actual damages, hold-over rents, liquidated damages, procurement costs, or other sums owed by Contractor hereunder.

Except for defaults of Contractor's subcontractors at any tier, Contractor shall not be liable for any damages if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Contractor and the subcontractor, and without the fault or negligence of either, Contractor shall not be liable for any damages for failure to perform, unless the subcontracted services or supplies were reasonably obtainable from other sources in sufficient time for Contractor to meet the required delivery schedule. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.3. State Events of Default.

Any one or more of the following events shall constitute an "Event of Default" on the part of the State:

- (a) The State fails to timely pay all non-disputed amounts due under this Contract. The cure period for failure to pay shall be forty-five (45) calendar days from receipt of notice of failure to pay, unless State law allows a longer period to pay; or
- (b) The State breaches any other material obligation under this Contract. The cure period for a material breach by the State shall be forty-five (45) calendar days from receipt of notice of material breach.

7.4. Contractor Remedies in the Event of Default.

If the State fails to cure an Event of Default within the prescribed time, then the Contractor shall provide the State with a second written notice ("Termination Notice") reciting that Contractor intends to pursue termination of this Contract. The Termination Notice will not be effective unless it references this subsection 7.4. If the State fails to cure the Event of Default within ninety (90) calendar days from receipt of the Termination Notice, then the Contractor may terminate the Contract and recover the costs it actually incurred for authorized Services satisfactorily performed. To recover such costs, Contractor shall submit to the Department, within sixty (60) calendar days of termination, a request for payment of such amounts. Requests submitted later than sixty (60) calendar days after termination will not be honored and will be returned unpaid. In the event of termination, the Contractor shall work with the State in good faith to phase out the Services pursuant to section 8.5 below.

7.5. Exclusive Remedies.

The remedies provided and available to the State and Contractor in this Contract shall be (i) the exclusive remedies hereunder; (ii) in lieu of all other claims for reimbursement or payment, including but not limited to lost profits, consequential or indirect damages, office overhead, or costs for accelerating performance; and (iii) distinct, separate and cumulative remedies such that the election of one remedy shall not be construed as a waiver of any other remedy.

7.6. State May Cure Contractor Defaults.

If Contractor commits an “Event of Default” in the performance of any term, provision, covenant or condition on its part to be performed hereunder, the State may, upon notice to Contractor after the expiration of any curative periods for which provision is made in this Contract, perform the same for the account and at the reasonable expense of Contractor. If, at any time and by reason of such default, the State is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum or sums, with a rate of interest if not established herein then as statutorily set by the State Comptroller (or successor), which together shall be repaid to the State by Contractor promptly when billed therefor.

Section 8

Termination Provisions

8.1. Term and Renewal.

The “Term” of this Contract shall be for a five (5) year period commencing upon the Effective Date. Subject to Chapter 287 of the Florida Statutes, and upon mutual written agreement, the Parties may renew the Contract, in whole or in part, for a total period not exceed 5 years on the same terms, conditions and prices set forth herein. Any renewal shall be in writing and signed by both parties. The Department shall provide written notice to Contractor regarding its intent to renew this Contract at least thirty (30) days prior to expiration. The Department shall rely on several factors in making the determination to renew including, but not limited to, satisfactory performance evaluations by the Department and the availability of funding. This Contract may not be renewed if Contractor has failed to substantially comply with any of the Contract requirements.

Upon the effective date of termination of this Agreement for any reason, the authority created hereby shall immediately cease, and Contractor shall have no further right to act as agent for the Department or otherwise perform or be paid for any Lease Transaction Services with respect to the period following the effective date of such termination.

Within fifteen (15) days subsequent to expiration or termination of this Agreement, Contractor shall furnish the Department, in writing (i) a list of prospects/landlords with whom Contractor has been negotiating a Lease Transaction, (ii) identification of the properties under consideration by each of the aforesaid prospects, and (iii) identification of the Eligible User. In the event a prospect appearing on the list enters into a contract subsequent to the date of said expiration or termination and a commission would otherwise be due, Contractor shall be entitled to receive a commission as provided herein, but only if the RSN is approved before the date of expiration or termination of this Agreement. If Contractor fails to provide such a list to the Department within fifteen (15) days subsequent to the date of expiration or termination the Department shall not be liable for any such compensation.

8.2. Suspension of Work.

The Department may in its sole discretion suspend any or all activities under this Contract, at any time, when in the best interests of the State to do so. The Department shall provide Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Contractor shall comply with the notice. Within ninety (90) days, or any longer period

agreed to by Contractor, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate this Contract in accordance with Section 8.3. Suspension of work shall not entitle Contractor to any additional compensation.

8.3. Termination for Convenience.

The Department, by written notice to Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. Contractor shall not perform any Services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any.

If this Contract is terminated for convenience, the Department shall: (1) notify the contractor and shall, (2) notify all Eligible Users. For all work in progress, Eligible Users that have entered into contracts may choose to allow the contractor to complete current contracted work at agreed upon costs/rates and time frames or the Eligible User may cancel services being rendered. Should an Eligible User cancel work in progress the Eligible User shall reimburse Contractor for reasonable costs actually incurred in connection with the work. Contractor shall submit to the Eligible User, within sixty (60) calendar days of termination, a request for payment of such amounts. Requests submitted later than sixty (60) calendar days after termination will not be honored and will be returned unpaid.

8.4. Termination for Cause.

This Contract may be terminated for cause pursuant to Section 7 above.

8.5. Interim Services.

For a period of up to one hundred eighty (180) days after termination of the Contract, the Department may elect to purchase Interim Services from Contractor. Interim Services shall mean all of the same Services provided by Contractor in the month immediately preceding the termination. The Department shall pay Contractor for such Interim Services at a rate equal to the amount the Department paid the Contractor during the month immediately preceding termination of the Contract for those Services. Each month, Contractor shall provide the Department with a proper invoice, in accordance with Section 4, for the Services provided during the previous month. Contractor agrees to provide sufficient experienced personnel during the period of time Interim Services are being performed to support the State. If the scope of Services needed by the Department is reduced by the Department, Contractor agrees to negotiate in good faith on a reduction of the costs charged the Department for Interim Services.

Section 9

General Provisions

9.1. Advertising.

Contractor shall not publicly disseminate any information concerning this Contract without prior written approval from the Department, including, but not limited to mentioning this Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Contractor's name and either a description of this Contract or the name of the State or the Department in any material published, either in print or electronically, to anyone except potential or actual authorized subcontractors.

9.2. Annual Appropriations.

The State's performance and obligation to pay under this Contract are contingent upon an annual appropriation by the Legislature.

9.3. Assignment; Change of Control.

Contractor shall not sell, assign, or transfer any of its rights, duties or obligations under this Contract, or under any Purchase Order, without the prior written consent of the Department. The Department may assign the Contract with prior written notice to Contractor of its intent to do so.

Contractor agrees not to transfer more than 49.9% of its interests without prior written notice to the Department. By execution of this Contract, Contractor represents that it has no knowledge of any plan to transfer more than 49.9% of its interests.

9.4. Antitrust Assignment.

Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State. Therefore, Contractor hereby assigns to the State any and all claims for such overcharges as to goods, materials, or services purchased in connections with this Contract.

9.5. Compliance with Laws.

Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority, including Section 475.278, Section 255.25, and Chapter 287 of the Florida Statutes and Chapters 60A-1 and 60H of the Florida Administrative Code. By way of further non-exhaustive example, Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

Any changes in existing statute or regulation, or the promulgation of new regulations or the issuance of new statutes, shall not entitle Contractor to any extension of time, term, or increase in compensation. Upon mutual agreement, the Parties may amend the Contract in response to any changes.

9.6. Dispute Resolution.

The Parties acknowledge that efforts should always be made to avoid disputes through good communication and prompt requests for clarification and information. However, if a dispute arises under this Contract involving a State government entity, the Parties agree that the following procedures shall be the sole and exclusive procedures for resolution.

- (a) Executive Level Negotiations. The Contractor and the Eligible User will attempt in good faith to resolve any dispute arising out of or relating to this Contract (a "Dispute"), promptly by negotiation between executives of each side who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of the Services at issue. The Department's Director of Real Estate Development and Management shall be included in the negotiations to help mediate the Dispute. To the extent permitted by law, all negotiations shall be treated as confidential settlement negotiations for purposes of discovery and admissibility in a later legal action.

- (b) Legal Action. The Contractor and Eligible User will allow for at least thirty (30) days of executive level negotiations, commencing on the date the aggrieved party provides formal notice of the Dispute to the other party. If a Dispute is not resolved within this timeframe, the Eligible User shall reduce its decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Contractor files with the Eligible User a petition for administrative hearing. The Eligible User's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- (c) Venue; Governing Law; Waiver of Jury Trial. The exclusive venue of any legal or equitable action that arises out of or relates to this Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

This Section shall survive termination of this Contract.

9.7. Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Department shall not be a party to any transaction between the Contractor and any other purchaser. Notwithstanding the foregoing, Contractor shall report and pay the fee as required by Section 4.2.3 for all transactions accomplished through the establishment of this Contract.

9.8. Force Majeure, Notice of Delay, and No Damages for Delay.

Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Contractor's control. In case of any delay Contractor believes is excusable, Contractor shall promptly notify the Department in writing of the delay or potential delay and describe the cause of the delay. No claim for damages, other than for an extension of time, shall be asserted against the Department. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

9.9. Employment Eligibility Verification.

Pursuant to state of Florida Executive Order No.: 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

9.10. Further Assurances.

The Parties will, without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract.

9.11. Indemnification.

Contractor hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Contractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with any wrongful act or omission of Contractor, Contractor's employees, or Contractor's agents in connection with this Contract. If any claims for such damage or injury are made or asserted, Contractor agrees to indemnify, defend, and save harmless, the State, its officers, agents, servants, and employees from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage, or injury, including legal fees and disbursements, that the State, its officers, agents, servants, or employees may directly or indirectly sustain, suffer, or incur as a result thereof. Upon request, Contractor shall assume the defense of any action at law or in equity which may be brought against the State, its officers, agents, servants or employees, arising by reason of such claims and shall pay the amount of any judgment that may be entered against them, individually, jointly or severally, in any such action.

Contractor also agrees to assume responsibility for, hold harmless, defend, and indemnify the State for payment of any expenses, costs (including delay costs), damages, penalties, taxes or assessments, including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation with respect to any compensation of any person employed by Contractor; (b) under any Federal, State, or local law, ordinance or regulation with respect to discrimination in employment by Contractor on the basis of race, color, religion, sex, or national origin; (c) under any Federal, State, or local law, ordinance or regulation with respect to any claims or civil actions alleging deprivation of right, privilege, or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983; and (d) under any Federal or State law relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

9.12. Right of Setoff.

The State may, in addition to other remedies available to it at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any contract with the State.

9.13. Independent Contractor Status of Contractor.

Contractor, together with its agents, subcontractors, officers and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide

the Department with certification of such insurance upon request. Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

9.14. Lobbying and Integrity.

Contractor represents that it did not lobby the legislative, judicial or executive branches, including any State Agency, on any aspect of this Contract during the procurement process (i.e., from the time the Contract solicitation documents were released until this Contract was executed). Any misrepresentation in this regard may constitute grounds for the disqualification of Contractor and termination of this Contract.

In accordance with Section 216.347, Florida Statutes, Contractor may not expend any State funds for the purpose of lobbying the legislative, judicial or executive branches, or any State agency. This restriction does not apply to actions taken by Contractor to provide any information relating to any aspect of this Contract, if requested by legislative, judicial or executive branch, or any State agency.

Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. Contractor shall retain such records for at least three years after the expiration of the Contract. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

9.15. Loss of Data.

In the event of loss of any State Data or record where such loss is due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost Data in the manner and on the schedule set by the Department, in addition to any other damages the State may be entitled to by law or this Contract.

9.16. Notices.

All notices under this Contract shall be served upon the Department by certified mail, return receipt requested, by reputable courier service, or delivered personally to each of the following:

Department of Management Services
Christina Espinosa, Contract Administrator
Departmental Purchasing
4050 Esplanade Way, Suite 335 Tallahassee, FL 32399-0950

Department of Management Services
Beth Sparkman, Bureau Chief
Division of Real Estate Development and Management
4050 Esplanade Way, Suite 315E
Tallahassee, FL 32399-0950

All notices under this Contract to be served upon Contractor shall be served by certified mail, return receipt requested, by reputable courier service, or delivered personally to:

CBRE, Inc.
William Gulliford, III, Managing Director
225 Water Street, Suite 110
Jacksonville, Florida 32202

And copied to:

CBRE, Inc.
Lee Ann Korst, Account Director
311 E. Park Avenue
Tallahassee, FL 32301

The Parties agree that any change in the above-referenced address or name of the contact person shall be submitted in a timely manner to the other Party. All notices and other communications under this Contract shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named above, (ii) upon confirmation of courier delivery to the intended recipient, or (iii) three (3) business days after mailed by certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended.

9.17. Public Records.

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service;
- (ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, and all records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally cancel this Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

9.18. Rights to Contract Materials and Databases.

Contractor agrees that all documents and materials prepared by Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. Upon removal of references to Contractor, the Department shall have the right to use the same without restriction and without compensation to Contractor other than that specifically provided by this Contract.

Contractor shall provide the Department with all documents, materials, data, notes, photographs, files, recordings and any other material, regardless of the physical form, made or received in connection with the Services provided under this Contract. All electronic records must be provided in a format that is compatible with the information technology systems of the Department.

Except as expressly provided above, Contractor shall retain all right, title and interest in any and all intellectual property: (i) created by Contractor prior to this Agreement, including without limitation Contractor's proprietary software programs and processes for providing services; (ii) created by Contractor during the term of this Contract in the normal course of business for Contractor's clients generally.

9.19. Security and Confidentiality.

Contractor, and its employees, subcontractors and agents, shall comply fully with all security and administrative procedures and requirements of the State in performance of this Contract. Contractor, and all subcontractors and agents, may be required to provide certification on an annual basis that they, and their employees, have complied with all State and Department security and administrative procedures and requirements. The certification must be signed by an executive of each company.

Notwithstanding any provision of this Contract to the contrary, Contractor shall provide immediate notice to Department in the event it becomes aware of any security breach, any unauthorized access to State Data (even by persons or companies with legitimate access), any unauthorized transmission of State Data (whether or not to people with legitimate access to the data), or of any allegation or suspected violation of the above, regardless of its source.

Except as required by law or legal process and after notice to the Department, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, subcontractors, officers, or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State. Contractor shall not be required to keep confidential information or material that is publicly available through no fault of Contractor, material that Contractor developed independently without relying on the State's confidential information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

9.20. Accounting Records

The Contractor shall establish and maintain accounting records. The Contractor shall permit and shall require its contractors, subcontractors, and agents to permit the State's Auditor General or the Department's authorized representatives to, upon statutory or otherwise reasonable notice to the Contractor, and during normal business hours, inspect, and audit all work, books, accounts, materials, payrolls, and records pertaining to this Contract to ensure compliance with applicable laws and rules.

9.21. PUR 1000

The PUR 1000 (10/06) is incorporated into this Contract as terms and conditions.

9.22. Scrutinized Companies List

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

9.23. Geographic Location Of Data And Services

The State of Florida requires that all Data generated, used, or stored by Contractor pursuant to the prospective Contract will reside and remain in the continental U.S. and will not be transferred outside of the continental U.S. The state of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the continental U.S.

9.24. Waiver.

The delay or failure by a Party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

9.25. Representations and Warranty of Ability to Perform.

Contractor represents that all written information relating to its ability and qualifications to perform the Services that was provided by Contractor to the Department in response to the Invitation to Negotiate No. DMS 12/13-007 dated March 18, 2013, remains true in all material respects. Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of this Contract.

9.26. Entire Contract.

This Contract constitutes the full and complete agreement of the Parties and supersedes any prior contracts, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Contract solely on the basis of the representations contained herein, and for its own purposes and not for the benefit of any third party.

As incorporated by reference the ITN as released and the Contractors full response to that action are part of this contract and are binding hereto.

9.27. Modification of Terms.

This Contract may only be modified upon mutual written agreement of the Department and Contractor. No oral agreements or representations shall be valid or binding upon the Department or Contractor. Contractor may not unilaterally modify the terms of this Contract by incorporating terms onto Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Department's acceptance of Service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

Notwithstanding the above, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Services, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment in the Contract price or schedule if the change affects the cost or time of performance.

9.28. Severability.

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent it is not in violation of law, or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

9.29. Execution in Counterparts; Authority to Sign.

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

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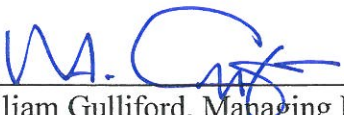
SO AGREED:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: 
Stacy Arias, Deputy Secretary

4.9.14
Date

CBRE, INC

By: 
William Gulliford, Managing Director

4.8.14
Date

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DMS Tenant Broker Contract (DMS 12/13-007A) Appendix 1: Tenant Broker Engagement Checklist

Engagement Title:
Eligible User:
Contractor:

The Contractor and the Eligible User shall use this checklist (or other appropriate scope of work) to define and confirm all deliverables, and if the deliverable will be in written form and expected due dates. Eligible Users may add such information to this form as needed.

LEASE PRE-WORK		Is Required		Date
		Yes	No	Due
1.	Determine/validate desired boundaries against business drivers.			
2.	Determine/validate primary decision criteria for selection of an "award."			
3.	Present summary of market rates, vacancy and absorption (current and tend) as defined below: a. Scope of summary (e.g. within 5 miles, All class B, etc.) b. Period for trend data c. Additional market information requested			
4.	List all state owned and leased real property with a radius defined here, as reported on publicly available state database and all excess space available. Radius: _____			
5.	Provide a written assessment identifying preliminary courses of action for lease with pro/con assessment and projected cost per occupant of each potential action.			
6.	Review and summarize subject lease action "fit" with recommendations in most recently submitted DMS Master Leasing Report and Strategic Leasing Plan.			
7.	Draft, review, and provide recommendations of any lease terms that may vary from approved lease forms (Section 60H-1.003, F.A.C.)			
8.	Draft, review, and provide recommendations of any lease terms that may vary from approved lease forms (Section 60H-1.003, F.A.C.)			
PROCUREMENT				
1.	Review and provide recommendations on, or draft, procurement documents.			
2.				
3.	Distribute procurement documents and associated notices as follows: _____			
4.	Assist the agency in responding to bidders questions.			
5.	Participate in bidder conferences/meetings.			
6.	Provide a written synopsis of each bid received to determine its adherence to the bid criteria and assist in the identification of "responsive" bids.			
7.	Create tour evaluation packages for site evaluators and conduct all site tours.			
8.	Provide an updated market rate analysis.			
9.	Serve as "Lead Negotiator" for the top site or site(s).			
10.	Provide updates on negotiation activities and interactions with bidders at following interval(s): _____			
11.	Provide summary of evaluations and recommended bidder to whom Eligible User should award in accordance with selection criteria.			
12.	Obtain a signed Commission Agreement.			
LEASE EXECUTION				
1.	Review and provide recommendations on, or draft, lease documents			
2.	Route lease documents to ensure complete execution			
PROJECT CLOSE OUT				
1.	Conduct lease transaction service close out review with Eligible User using Engagement Checklist to verify/validate completion of all agreed upon services.			



DMS Tenant Broker Contract (DMS 12/13-007A)
Appendix 2:
Service Credit Hours Accounting Form

The Tenant Brokers shall use this form to provide a monthly accounting of credit hours

Year	Contract Service Credit Hours	Accrued Service Credit Hours
FY 2013-2014		
FY 2014-2015		
FY 2015-2016		
FY 2016-2017		
FY 2017-2018		
Subtotal		
Total		

Summary of Service Credit Hours Expended			
Description of Service	Eligible User	Date	Hours Used
Total Hours Expended			

Remaining Available Credit Hours	
---	--

By: _____ Date _____
 Print Name: _____



DMS Tenant Broker Contract (DMS 12/13-007A) Appendix 3: Credit Hour Direct Order Request & Approval Form

The Tenant Brokers and the Eligible Users shall use this form to define and confirm the scope of work/services; propose the approach and work products to be delivered, as well as the credit hours that will be used to provide them; and provide authorization to provide the requested work or services.

If additional space is required to provide necessary detail and specificity within sections A or B below, other documents may be included within these section by explicit reference therein.

Requested Service

A. Summary of Desired Work Product(S) / Service(S)	
<i>Eligible User Information</i>	[Name and Position/Title Agency]
<i>Short Descriptive Title for Work</i>	
<i>Scope of Work</i>	[Brief overview of services being requested]
<i>Specific Milestones or Deliverables</i>	
<i>Period of Performance</i>	

B. Tenant Broker Proposal to Accomplish Work	
<i>Proposed Work Breakdown</i>	
<i>Proposed Credit Hours Allocated</i>	
<i>Proposed Timeline</i>	
<i>Tenant Broker Information</i>	[Name and Position/Title Company]

C. DMS Acceptance & Authorization to Proceed	
<i>Approved to Proceed</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Date</i>	
<i>Approver's Name & Signature</i>	