

RESOLUTION NO. 30352

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO ENTER INTO AN INDEPENDENT CONTRACTOR SERVICES STANDARD FORM AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH CBRE, INC., FOR SPECIFIED REAL ESTATE SERVICES, FOR A TERM OF ONE (1) YEAR, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR EACH.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the Administrator for the Department of Economic and Community Development to enter into an Independent Contractor Services Standard Form Agreement, in substantially the form attached, with CBRE, Inc., for specified real estate services, for a term of one (1) year, with the option to renew for two (2) additional terms of one (1) year each.

ADOPTED: May 19, 2020

/mem



**CITY OF CHATTANOOGA**  
**Independent Contractor Services Standard Form Agreement**

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (hereafter “Agreement”) is hereby made and entered into by and between CBRE, INC., a Delaware Corporation with its principal office located at 400 S. Hope Street, 25<sup>th</sup> Floor, Los Angeles, CA 90071 and its local office located at University Towers, 651 E. 4<sup>th</sup> Street, Suite 200, Chattanooga, TN 37403 (“Contractor”) and the CITY OF CHATTANOOGA, a Tennessee municipal corporation with its principal office located at City Hall, 101 E. 11th Street, Chattanooga, TN 37402 (“City”), each individually referred to herein as a “Party” and collectively as the “Parties”. This Agreement shall be effective as of the date signed by the City’s authorized signatory (“Effective Date”).

This Agreement is prepared by the City of Chattanooga and sets forth the terms by which the stated Contractor shall perform the services identified in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference.

In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the City and Contractor agree as follows:

1. **Term.** The Term of this Agreement shall be for a period of one (1) year, beginning on the Effective Date, with the option to renew for two (2) additional one (1) year terms upon mutual agreement between the Parties.
2. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. Contractor is not an employee of the City. The Contractor’s relationship to the City shall be that of independent contractor. The Contractor shall not represent or hold itself out to be an employee of City. The Contractor is not eligible to receive any health, medical, wellness or fringe benefits from the City.
3. **Scope of Services.**
  - a. The services (“Services”) provided during the term of this Agreement and covered by this Agreement are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.
  - b. Contractor warrants that the Services will be performed in a professional, efficient, and diligent manner consistent with generally accepted industry standards and with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. If City determines that any of the Services are not performed in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of the Services provided and resolve matters of concern; (b) require Contractor to repeat any substandard Services at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to Section 13 below; or (d) pursue any and all other remedies at law or in equity.

4. **Compensation Terms.**

- a. As compensation for the Services rendered pursuant to this Agreement, the City agrees to pay Contractor based on the rates as set forth in **Exhibit B** which is attached hereto and incorporated herein by reference.
- b. It is understood and agreed that City will not withhold any amount for payment of taxes from the compensation of the Contractor.
- c. Given that the Services rendered pursuant to this Agreement are real estate agent services, payment will be completed at the closing table as part of the sales transaction.
- d. Within thirty (30) days after the expiration or termination of this Agreement or any particular engagement to provide the Services, Contractor shall provide the City with a list of all parties with whom Contractor was engaged in active negotiations with respect to transactions for which fees could be earned under this Agreement. Contractor shall also provide City with written evidence of such negotiations. If within ninety (90) days after such expiration or termination date, the City enters into any agreement of sale or other written agreement with a party on such list for which a fee would have been earned hereunder, Contractor shall earn the fee provided for under this Agreement to the same extent as if the Services had not expired or terminated. Upon the expiration of the ninety (90) day period, Contractor may present to the City for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. The City shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by Contractor (or its Subagents) prior to termination. This paragraph shall survive the termination or expiration of this Agreement.

5. **Supervision of the Work.**

- a. Contractor shall supervise and direct the Services described on **Exhibit A**, using Contractor's best skill and attention as approved by the City. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Services provided hereunder. City will deal only through Contractor, who shall be responsible for the proper execution of the Services.
- b. Any subcontractor relationships or assignment not identified herein or in **Exhibit A** as part of this Agreement, must first be approved by City.
- c. A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Services. Contractor agrees that it is as fully responsible to City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts

and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relation between any Subcontractor and City.

- d. Contractor shall assign only competent personnel to perform any portion of the Services. If at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Services, Contractor shall remove such person or persons immediately upon receiving written notice from City. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.
  - e. Contractor shall be responsible to City for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor.
  - f. Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by City. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward City. Contractor agrees to be bound to the Subcontractor by all of the obligations that City assumes to Contractor under this Agreement as to the portion of the Services performed by Subcontractor.
6. **Insurance.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
  - b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
  - c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
  - d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Contractor shall not begin work under this Agreement until a Certificate of Insurance has been submitted to the City showing proof that Contractor has obtained the necessary insurance

coverage. If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or Services performed by Contractor under this Agreement.

7. **Indemnification.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the Services purchased provided under this Agreement, or from any act or omission of Contractor, its agents, employees or subcontractors. Additionally, Contractor shall defend, indemnify and hold harmless City from and against any and all third party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Services, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, provided that Contractor is notified promptly in writing of the action and Contractor is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.

8. **Intellectual Property Rights in Work Product.** Contractor agrees that all work product it produces within the scope of this Agreement shall be considered "works made for hire" under the federal copyright laws. Contractor hereby assigns, sells, transfers, grants, and conveys all right, title, and interest in such work product to City. During the course of this Agreement, Contractor may further develop its knowledge, skills, and experience. Nothing in this Agreement is intended to limit Contractor's use of any knowledge, skills, experience, ideas, concepts, know-how, and techniques developed prior to or during the course of this Agreement, without limitation, in the development, manufacturing, and marketing of products and services for itself or for other clients. Contractor hereby acknowledges and agrees that any proprietary property of City provided by City to Contractor in conjunction with the Services to be performed under this Agreement shall remain the property of City.

9. **Confidentiality.** Contractor must consider all information furnished by City to be

confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to receive Services from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.

10. **Performance by Contractor.**

- a. **Conduct on City's Premises** -- The Services shall be performed with the City's full cooperation, on the premises of City or remotely. Contractor agrees, while working on City's premises, to observe City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of City's property, including proprietary or confidential information. Contractor agrees that when it is working on City's premises, its personnel shall observe City's administrative and ethics codes relating to the security, access or use of all or part of City's premises and any of City's property, including proprietary or confidential information.
- b. **Inquiries by City** – Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from City.
- c. **Coordination of Services** – Contractor shall schedule work hours as needed to coordinate Services with City staff and external parties.

11. **Records and Retention Audit.** The term “Contractor” is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.).

- a. All records relating in any manner whatsoever to the Services, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Services. Said records expressly include those documents reflecting the time expended by the

Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than **seven (7) years** after the completion of the Services, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Services.

- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
- c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

12. **Termination for Convenience.** City reserves the right to terminate this Agreement or any part of this Agreement at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided.

13. **Termination for Cause.** City may also terminate this Agreement, or any part of this Agreement, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Late deliveries, performance of Services which do not conform to this Agreement, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this Agreement for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

14. **Dispute Resolution.** Claims, disputes, or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both Parties.
- b. The Parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the Parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a Party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

15. **Delay in Performance.** Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming Party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor



under this Agreement. Should such circumstances occur, the nonconforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of the Services and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. **Notice.** Any notice required or permitted to be given to any Party to this Agreement shall be given in writing and shall be delivered personally or sent by United States mail postage prepaid or by a nationally recognized overnight carrier, or sent by e-mail addressed to the Parties as set forth below:

If to Contractor:

CBRE, Inc.  
Attn: Sim A. Wilson III  
651 E. 4<sup>th</sup> Street, Suite 200  
Chattanooga, TN 37403  
(423) 498-2800  
sim.wilson@cbre.com

If to City:

City of Chattanooga  
Attn: Gail Hart, Real Property Manager  
101 E. 11<sup>th</sup> Street, Suite G4  
Chattanooga, TN 37402  
(423) 643-7502  
ghart@chattanooga.gov

With Copy to:

City of Chattanooga  
Office of the City Attorney  
100 E. 11<sup>th</sup> Street, Suite 200  
Chattanooga, TN 37402  
(423) 643-8250

Either Party may alter the address to which communications or copies are to be sent by giving notice of such change of address to the other Party.

17. **Waiver.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege, or City's waiver of any breach does not waive

any other terms, conditions, or privileges, whether of the same or similar type.

18. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section 19 shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga.

20. **Entire Agreement.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, are hereby incorporated into and shall become a part of this Agreement.

21. **Successors and Assigns.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

22. **Assignment.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent contractors, associates, and subcontractors so employed.

23. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24. **Relationship of Parties.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties is and shall at all times remain contractual as provided by the terms and conditions of this

Agreement.

25. **Amendment**. This Agreement may only be amended or modified in writing signed by the Parties hereto.

26. **Non-Disclosure**. Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.

27. **Non-Discrimination**. Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

28. **Drug Free Workforce**. Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

29. **Federal or State Funding**. In the event that the project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

30. **Compliance with Laws**. The City has entered into this Agreement with Contractor relying on its knowledge and expertise to provide the Services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the Services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

[SIGNATURE PAGE TO FOLLOW]

**City of Chattanooga Independent Contractor Services Standard Form Agreement**

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Agreement which shall become effective as of the Effective Date stated herein.

Attest:	CITY OF CHATTANOOGA, TENNESSEE
	By:
	Printed Name:
	Title:
	Date:

Attest:	CONTRACTOR
	By:
	Printed Name:
	Title:
	Date:

**Verification Statements** (Requesting Department and by Assigned Attorney)

Requesting Department verifies no changes have been made to this Standard Form Agreement without prior review & approval by the Office of the City Attorney	
An Attorney for the City has reviewed this Agreement and approves it as to form and legality.	

# EXHIBIT A

## Statement of Work

### Team:

Sim Wilson will serve as primary Agent (Single Point of Contact) and local Chattanooga representative; Stephen Kulinski, Managing Director of Middle and Eastern Tennessee, will harness statewide resources; and Lee Ann Korst and Michael McShea, leaders in CBRE's Public Institutions and Education Solutions Practice (PIES), will bring invaluable experience from their exclusive representation of public sector clients.

### Services:

As needed by the City of Chattanooga, as part of the process of providing strategic advice, CBRE will:

- Meet with the City to determine City objectives, strategy, priorities, and concerns relating to overall goals as an organization.
- Discuss real estate goals, advise on strategy, and recommend approaches to consider when expanding or contracting
- Assemble the best team necessary in each sub-market area, depending on the nature of the transaction (purchase and/or other support services)
- Determine City priorities on each transaction (price? speed? location?) and set measurement metrics accordingly

For specific assignments, the CBRE team will analyze the market to determine an appropriate strategy based on current market conditions. The analysis will allow the City to understand the supply and pricing context in which City objectives can be met. CBRE's market analysis will:

- Advise as to the overall direction of the market and trends within sub-segments of Chattanooga
- Identify alternatives that may meet the City's requirements
- Examine variables that could impact general market conditions, such as changes in ownership, changes in capital structure, new and redevelopment projects, foreclosures, etc.

CBRE can perform all services necessary and customary in representing the City in the purchase of property. These will include but not be limited to:

- Review the City's geographical search parameters
- Prepare a comprehensive market study of available Properties, along with an interpretation and assessment of relevant market trends
- Analyze potential site plans and their corresponding feasibility for the City

- Conduct due diligence investigation of each potential Property's suitability for the City's requirements
- Assist the City in determining appropriate shortlist of candidate Properties
- Prepare and negotiate Property purchase agreements
- Analyze term sheets received – both financial and non-financial proposed terms, as well as build-out cost and time frame implications
- Prepare presentations comparing alternatives for the City
- Assist the City in selecting a primary and fallback locations
- Solicit draft transaction documents from selected sellers
- Assist the City and legal counsel with purchase negotiation process
- Coordinate execution of all transaction documents

#### LEASES

The Services provided under this Agreement shall not include lease acquisitions.

#### NO SALES – NOT ALL PURCHASES

The City does not require representation on all City real estate transactions. The Services provided under this Agreement will be used only for select real estate acquisitions.

#### CONFIDENTIALITY

During transaction activities, CBRE will not disclose the City's role in the transaction (i.e. as the buyer) without the City's consent.

# EXHIBIT B

## Pricing

### PRICING/COST SUMMARY

#### PRICING:

For acquisition service, the scale below applies:

Purchases	Based on sliding scale as outlined below.	CBRE will look to the <b>Seller</b> to pay a market sale commission.
SALE PRICE	CBRE COMMISSION	TOTAL MARKET COMMISSION
\$0-\$2,000,000	3%	6%
\$2,000,001 - \$7,000,000	3%	5-6%
\$7,000,001 - \$12,000,000	2.5%	5%
\$12,000,001 - \$20,000,000	2.25%	4-5%
\$20,000,001 +	2%	4%

### ADDITIONAL A LA CARTE SERVICES OFTEN ASSOCIATED WITH ACQUISITIONS

CBRE may be requested to provide Financial Advisory Services that may include, but not be limited to, the sale of owned facilities, the structuring of joint ventures, public/private partnerships.

CBRE's compensation for any such Financial Advisory Services shall be:

A market-based compensation schedule determined by mutual agreement once the scope of work has been defined, and Funded through transaction proceeds (third-party landlord's or financing arrangements) so as to eliminate or reduce out-of-pocket costs.