

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
THE KONIVER STERN GROUP, INC.
FOR
REAL ESTATE BROKERAGE SERVICES, PURSUANT TO
RFQ 2016-152-WG**

This Professional Services Agreement ("Agreement") is entered into this _____ day of _____, 20____, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **THE KONIVER STERN GROUP, Inc., a corporation**, whose corporate address is 1665 Washington Avenue, PH, Miami Beach, Florida 33139 ("Consultant").

SECTION 1
DEFINITIONS

- Agreement:** This Agreement between the City and Consultant, including any exhibits and amendments thereto.
- City Manager:** The chief administrative officer of the City.
- City Manager's Designee:** The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Tourism, Culture and Economic Development Department Director.
- Consultant:** For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.
- Services:** All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
- Fee:** Amount paid to the Consultant as compensation for Services.
- Proposal Documents:** Proposal Documents shall mean City of Miami Beach **RFQ No. 2016-152-WG** for **REAL ESTATE BROKERAGE SERVICES**, together with all amendments thereto, issued by the City in contemplation of this Agreement **RFQ**, and the Consultant's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the **RFQ**; and the Proposal.
- Risk Manager:** The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2

SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described in Exhibit "A", sections I and II, hereto (the "Services").

Although Consultant may be provided with a schedule of the available hours to provide its services, the City shall not control nor have the right to control the hours of the services performed by the Consultant; where the services are performed (although the City will provide Consultant with the appropriate location to perform the services); when the services are performed, including how many days a week the services are performed; how the services are performed, or any other aspect of the actual manner and means of accomplishing the services provided. Notwithstanding the foregoing, all services provided by the Consultant shall be to the reasonable satisfaction of the City Manager. If there are any questions regarding the services to be performed, Consultant should contact the following person:

Tourism, Culture and Economic Development
City of Miami Beach
1755 Meridian Ave., 3rd Floor
Miami Beach, FL 33139
Attn: Mark Milisits, Asset Manager
E-mail: MarkMilisits@miamibeachfl.gov

2.2 City may assign work to the Consultant on a project-by-project or individual lease basis. Consultant shall only commence any Services, or portions thereof, upon issuance of a written notice to proceed by the City. The City Manager shall have the delegated authority to accept, approve, and authorize additional real estate services for up to an amount not-to-exceed \$50,000.00. Any additional real estate services in excess of \$50,000 shall be subject to approval by the City Commission. Any additional real estate services not executed in accordance herewith shall be null and void.

2.3 NON-EXCLUSIVITY

This Agreement is non-exclusive. The City reserves the right, at its sole discretion, to cause for the Services or any portion thereof, for any City facility or proposed lease, to be performed by any other broker or contractor, or to perform the work with its own employees.

SECTION 3

TERM

The initial term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, and shall expire on November 27, 2017. This Agreement may be renewed for an additional term of three (3) years, at the City Manager's sole option and discretion, provided that all requirements of the City Code are satisfied, including but not limited to Section 2-487 of the City Code ("First Renewal Term"). Prior to the expiration of the First Renewal Term, this Agreement may be renewed for an additional term of one (1) year, at the City Manager's sole option and discretion ("Second Renewal Term").

SECTION 2

SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described in Exhibit "A", sections I and II, hereto (the "Services").

Although Consultant may be provided with a schedule of the available hours to provide its services, the City shall not control nor have the right to control the hours of the services performed by the Consultant; where the services are performed (although the City will provide Consultant with the appropriate location to perform the services); when the services are performed, including how many days a week the services are performed; how the services are performed, or any other aspect of the actual manner and means of accomplishing the services provided. Notwithstanding the foregoing, all services provided by the Consultant shall be to the reasonable satisfaction of the City Manager. If there are any questions regarding the services to be performed, Consultant should contact the following person:

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2.3 NON-EXCLUSIVITY

This Agreement is non-exclusive. The City reserves the right, at its sole discretion, to cause for the Services or any portion thereof, for any City facility or proposed lease, to be performed by any other broker or contractor, or to perform the work with its own employees.

SECTION 3

TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, and shall expire on November 27, 2017. This Agreement may be renewed for a period of four (4) years, at the City Manager's sole option and discretion, provided that all requirements of the City Code are satisfied, including but not limited to Section 2-487 of the City Code.

SECTION 4
FEE / COMMISSION

4.1 Commissions paid to the Consultant for Services within the scope, as stipulated on Exhibit A, Sections I and II of this agreement, shall be based on the net aggregate base rent, not including operating expenses or pass through expenses, of no more than five (5) years of the initial term of the lease ("Base Rent").

4.2 The Commission shall be four percent (4%) of the Base Rent, payable to the Consultant in two payments, fifty percent (50%) upon lease execution and fifty percent (50%) upon occupancy of the premises by tenant and rent commencement. In the event tenant is represented by a broker, Consultant shall be paid three percent (3%) of the Base Rent, and tenant's broker shall be paid three percent (3%) of the Base Rent.

4.3 Other / Additional Real Estate Services may be negotiated, as stated on Exhibit A, Section III, of this Agreement.

4.4 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, the Purchase Order Number (PO No.), and shall be submitted to the City at the following address:

**Accounts Payable Division
Finance Department
City of Miami Beach
1700 Convention Center Drive, 3rd Floor
Miami Beach, FL 33139**

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it

deems to be in its best interest in order to enforce the City's right and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the Consultant's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain and carry in full force during the Term, the following insurance:

- A.** Worker's Compensation for all employees of the provider as required by Florida Statute 440 and Employer's Liability Insurance in an amount not less than \$1,000,000.
- B.** Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage. City of Miami Beach must be shown as an additional insured with respect to this coverage.
- C.** Automobile Liability for all owned, non-owned and hired vehicles used in connection with this agreement, in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage.
- D.** Professional Liability Insurance in an amount not less than \$1,000,000.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

SECTION 7 **LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER**

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Consultant and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8 **LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of the

compensation/fee to be paid to the Consultant pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damages from any action for breach of contract to be limited to a maximum amount of the compensation/fee to be paid to the Consultant pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of the compensation/fee to be paid to the Consultant pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9

DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the work and/or service contemplated herein, Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the work and/or services, Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Consultant, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Consultant or its employees or sub-consultants, without the prior written consent of the City Manager.

SECTION 10

GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 [INTENTIONALLY DELETED]

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NON-DISCRIMINATION

In connection with the performance of the Services, the Consultant shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Consultant shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and

Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Consultant further covenants that in the performance of this Agreement, Consultant shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Consultant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Employer.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) REQUEST FOR RECORDS; NONCOMPLIANCE.
 - (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the

requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

- (2) Consultant's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. [119.10](#).

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Consultant to compel production of public records relating to the City's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the City and to the Consultant.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the City or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBeachFL.GOV
PHONE: 305-673-7411**

SECTION 11

NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT:	The Koniver Stern Group, Inc. 1665 Washington Avenue, PH Miami Beach, FL 33139 Attn: Lyle Stern, Director
TO CITY:	City Manager's Office City of Miami Beach 1700 Convention Center Drive, 4 th Floor Miami Beach, FL 33139 Attn: Jimmy L. Morales, City Manager
With a Copy to:	City of Miami Beach 1755 Meridian Ave., 3 rd Floor Miami Beach, FL 33139 Attn: Mark Milisits, Asset Manager

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

SECTION 12

MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 ENTIRETY OF AGREEMENT

The City and Consultant agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael Granado, City Clerk

Philip Levine, Mayor

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Rafael 6-23-17
City Attorney *RAP* Date

FOR CONSULTANT:

THE KONIVER STERN GROUP, INC

ATTEST:

By: _____

Print Name and Title

Print Name and Title

Date: _____

EXHIBIT A
SCOPE OF SERVICES

- I. Consultant is expected to provide customary real estate services to the City for City-owned facilities. Broker(s) shall at a minimum have five (5) years of leasing experience representing landlords or owners of real estate within the City Miami Beach, including, but not limited to the following:
- ◆ Procuring tenants and assisting in negotiating leases for available various types of properties, such as office, retail, and restaurant facilities.
 - ◆ Developing and implementing marketing/advertising and leasing plan(s) for the Facilities.
 - ◆ Providing Comparative Market Analysis
 - ◆ Consulting on the marketability of future City developments
 - ◆ Lease Analysis and due diligence regarding prospective tenants.
 - ◆ Samples of standard report(s) along with the reporting period of marketing, advertising, and other activities involving prospective tenants for the landlords.
 - ◆ Any other relevant experience.

II. **Specifications:**

Services provided by the consultant shall include, but not be limited to, the following:

- Provisions for Broker to provide a full and detailed Marketing plan for a Facility including a marketing budget and expense schedule within thirty (30) days of being assigned said Facility by the City. If marketing plan is accepted, City will bear approved marketing expenses.
- Show the Facility to interested parties
- Assist in negotiating the terms of the Agreement with Tenant.
- Advise City regarding valuation of the Facilities. City will obtain appraisal of the Facilities, at its sole cost, if the City so desires.
- While assigned Facilities are vacant, Broker will provide monthly reports of marketing, advertising, and other activities involving potential tenants for those Facilities. Reports will be standardized and submitted as exhibited in the Agreement.
- Transferring the account to a different Broker without the City's approval is grounds for termination without cause of the Agreement by the City.
- All other Terms, Commissions, and conditions as stated in Appendix D of the RFQ.

- All real estate transactions to be processed with approval of the City and in accordance with applicable rules, regulations and ordinances of the City of Miami Beach.
- Commission will only be paid to successful Broker and Co-Broker upon execution of a lease agreement with a Tenant if procured by successful Broker. If Tenant is rejected by the City for any reason or if negotiations are unsuccessful in executing a lease agreement with Tenant, the City shall not be liable for any costs, claims, or commissions associated with procuring potential Tenants.
- The City reserves the right to delete or cancel any portion or all services provided for in the agreement for any or all Facilities at any time without cause and for convenience. If such right is exercised by the City, it shall compensate for costs associated with the partial termination of the agreement on the basis of the estimated percentage of completion, as reasonably determined by the City.

Consultant and the City may agree on modifications or revisions to the task elements after the City has assigned a facility to the Broker and a budget has been established for that task or project. The Broker will submit a revised budget to the City for approval prior to proceeding with the work.

III. Other/Additional Real Estate Services:

The City may purchase additional services related to real estate management, support, operations, or other similar real estate related services. The City will provide a detailed scope of services, timelines for performance, business strategies, and desired pricing model for the service needed. Related real estate consulting and transactional services include, but may not be limited to:

- Relocation Services
- Project Management Services
- Acquisition Services
- Sale, lease, or disposition of properties
- Trading and/or Swapping of properties
- Strategic consulting
- Real estate financial services
- Facilities management services

The Consultant will provide a quote in the format/method desired by the City, which can be either a commission based quote, a flat fee for service quote, or an hourly rate quote, at rates to be negotiated, and accepted by the City prior to commencing any work.

The corresponding Department Director shall have the delegated authority to accept and approve additional real estate services for up to an amount not-to-exceed \$50,000. Any additional real estate services in excess of \$50,000 must be reviewed and approved by the City Manager. Any additional real estate services not executed in accordance herewith shall be null and void.