

## **AGREEMENT**

THIS AGREEMENT is made by and between the TOWN OF LAKE PARK having an address of 535 Park Avenue, Lake Park, FL 33403 and Colliers International Florida, LLC, having an address of 901 Northpoint Parkway, Suite 109, West Palm Beach, FL 33401, hereinafter referred to as the “FIRM”.

### **WITNESSETH:**

**WHEREAS**, the CRA/TOWN competitively solicited proposals from firms to provide professional real estate broker services, pursuant to the Town of Lake Park’s Purchasing Policy and RFQ 110-2025; and,

**WHEREAS**, the FIRM submitted a responsive proposal to the CRA and TOWN pursuant to RFQ 110- 2025; and,

**WHEREAS**, the parties hereto have agreed to the terms and conditions recited herein ;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **RECITALS;**

The above recitals are true and correct and are incorporated herein.

### **1.0 SCOPE OF SERVICES:**

The FIRM shall provide the services described in **Exhibit “A”** attached hereto and incorporated herein.

### **2.0 AUTHORIZATION TO PROVIDE SERVICES AND COMPENSATION:**

It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to the FIRM any work authorization. The TOWN expressly reserves the right to issue any assignments to any other firm that the TOWN has selected pursuant to its solicitation for services.

2.1 The TOWN shall make assignments for services to the FIRM on a task basis. The TOWN shall communicate assignments to the FIRM in writing, which shall include a description of the tasks to be performed. Upon receipt of the assignment, the FIRM shall generate a detailed Scope of Work, a Schedule, and, if applicable, a not-to-exceed-budget to accomplish the task based on the service fee or commissions set forth herein and provide a “Proposal” to the TOWN for approval. The TOWN will review the Proposal, and if acceptable will enter into a written “work order”.

2.2 FIRM agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of TOWN during the term of this AGREEMENT. All services provide shall be performed in accordance with this AGREEMENT and with any and all applicable law, professional standards and guidelines. FIRM shall perform its services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the services are performed.

### **3.0 TERM:**

The term of this AGREEMENT term shall be three (3) years from the date of its execution by the parties The AGREEMENT term may be renewed for up to two (2) additional one (1) year renewal periods, upon the mutual written agreement of the PARTIES.

### **4.0 FUNDING:**

This AGREEMENT or any amendments hereto shall be subject to the TOWN's annual appropriation of funds.

### **5.0 NOTICES:**

All notices or other written communications required, contemplated, or permitted under this AGREEMENT shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the TOWN:

Vivian Mendez  
Town Clerk  
535 Park Avenue  
Lake Park, Florida 33403

As to Colliers International Florida, LLC (FIRM):

Colliers International Florida, LLC  
901 Northpoint Pkwy., Suite 109  
West Palm Beach, FL 33401  
Attn: Market Leader

With copies to:

Colliers International Florida, LLC  
901 Northpoint Pkwy., Suite 109  
West Palm Beach, FL 33401  
Attn: Brooke Mosier

And:

Colliers  
Attention: Legal Department  
1114 6th Ave., 12th Floor  
New York, NY 10036.  
[george.schwab@colliers.com](mailto:george.schwab@colliers.com)

## **6.0 PUBLIC RECORDS:**

6.1 With respect to public records, the Contactor is required to:

1. Keep and maintain public records required by the TOWN to perform the service.
2. Upon the request of the TOWN's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this AGREEMENT, and following completion of this FIRM if the Contactor does not transfer the records which are part of this AGREEMENT to the TOWN.
4. Upon the completion of the term of the AGREEMENT, transfer, at no cost, to the TOWN all public records in possession of the Contactor; or keep and maintain the public records associated with the services provided for in the AGREEMENT. If the Contactor transfers all public records to the TOWN upon completion of the term of the AGREEMENT, the FIRM shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the FIRM keeps and maintains public records upon completion of the term of the AGREEMENT, the FIRM shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF THE TOWN PUBLIC RECORDS  
AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311,  
[townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

## **7.0 EQUAL OPPORTUNITY/MBE PARTICIPATION:**

- 7.1 The FIRM hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The FIRM shall take all measures necessary to effectuate these assurances.
- 7.2 The FIRM acknowledges that the TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. Accordingly, the FIRM shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

## **8.0 INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS:**

The FIRM shall maintain the following insurance coverages in the amounts specified below during the term of the AGREEMENT and any extensions thereof:

- 8.1 Workers' compensation insurance for all employees of the FIRM for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the FIRM.
- 8.2 The FIRM shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
  - \$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
  - \$1,000,000.00 Products/Completed Operations Aggregate
  - \$5,000,000.00 General Aggregate
  - \$1,000,000.00 Personal and Advertising Injury
  - \$500,000.00 Damage to Premises Rented to You
- 8.3 The TOWN shall be included as an additional named insured under the FIRM's Commercial General Liability policy, and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein shall be maintained during the term of the AGREEMENT, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the FIRM's submission of its bid documents which demonstrates that the FIRM maintains the required coverages shall be submitted to the TOWN as a prerequisite to the execution of the AGREEMENT. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: "Should any of the above described policies be cancelled before the expiration date thereof, notice of such cancellation will be delivered in accordance with the policy provisions."

## **9.0 TERMINATION:**

Either party may terminate the AGREEMENT by providing 90 days advance written notice of its intention to do so.

## **10.0 NON-EXCLUSIVITY:**

The award of this AGREEMENT shall not impose any obligation on the TOWN to utilize the FIRM for all work within its profession for, which the TOWN may requires said professional services during the term of the AGREEMENT. The TOWN specifically reserves the right to concurrently AGREEMENT with other FIRMS who have been selected by the TOWN pursuant to its solicitation of services.

## **11.0 OFFICE OF THE INSPECTOR GENERAL:**

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this AGREEMENT and in furtherance thereof may demand and obtain records and testimony from the FIRM. The FIRM understands and agrees that in addition to other remedies and consequences provided by law, the failure of the FIRM to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the TOWN to be material breach of this AGREEMENT justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. FIRM acknowledges that its failure to cooperate with the Inspector General of Palm Beach County is a violation of Palm Beach Code, Section 2-421-2-440, and that it may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree-misdemeanor.

## **11.0 RELATIONSHIP BETWEEN THE PARTIES:**

- 11.1 The FIRM is an independent FIRM and is not an employee or agent of the TOWN. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent FIRM, between the TOWN and the FIRM.
- 11.2 The FIRM shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 11.3 The FIRM shall not pledge the TOWN's credit or make the TOWN a guarantor of payment or surety for any AGREEMENT, debt, obligation, judgment, lien, or any form of indebtedness.

## **12. GENERAL PROVISIONS:**

- [BTJ1][BTJ2]12.3 In the event any provisions of this AGREEMENT shall conflict, or appear to conflict, the AGREEMENT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this AGREEMENT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

- 12.5 All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- 12.6 Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.7 This AGREEMENT may be amended only with the written approval of the parties.
- 12.8 This AGREEMENT states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this AGREEMENT. The FIRM recognizes that any representations, statements, or negotiations made by TOWN staff do not suffice to legally bind the /TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

### **13.0 INVOICING AND PAYMENT:**

- 13.1 The FIRM's invoices shall be emailed or mailed to the following address:

Finance Department  
Town of Lake Park  
Attn: Account Payable  
535 Park Avenue  
Lake Park, Florida 33403  
[accountpayable@lakeparkflorida.gov](mailto:accountpayable@lakeparkflorida.gov)

- 13.2 Invoices for fees or other compensation for services or expenses shall be submitted to the TOWN in detail sufficient for a proper pre-audit and post-audit thereof. All invoices for services shall be accompanied by an appropriate invoice. This appropriate invoice shall include the work order number, the original value of the work order, the amount of work billed to date, the amount of the current invoice and the amount remaining for the work order.
- 13.3 Travel expenses shall only be paid on a reimbursement basis, and only when authorized by the TOWN. The FIRM shall submit all documentation, including receipts in order to be entitled to reimbursement in accordance with Section 112.061, Florida Statutes.

- 13.4 Records of costs incurred under terms of this AGREEMENT shall be maintained and made available upon request to the TOWN at all times during the term of this AGREEMENT and for three years after final payment for any of the work orders have been made. Copies of these records shall be promptly furnished to the TOWN upon written request.
- 13.5 Records of costs incurred shall include the FIRM's general accounting records and the project records, together with supporting documents and records, of the FIRM considered necessary by the TOWN for a proper audit of project costs.
- 13.6 The TOWN shall pay the full amount of the invoice within 30 days of receipt, upon acceptance of the work by the TOWN's assigned project manager.

**14.0 GOVERNING LAW:**

This AGREEMENT shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

**15.0 ATTORNEY FEES:**

If either party is required to initiate a legal action, including appeals, to enforce this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**16.0 ENTIRE AGREEMENT:**

This AGREEMENT embodies the entire AGREEMENT and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter.

**17.0 AMENDMENTS:**

This AGREEMENT may only be modified by written amendment executed by the parties hereto.

**18.1 SEVERABILITY:**

If any part of this AGREEMENT is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.



IN WITNESS WHEREOF, the parties hereto have made and execute this AGREEMENT as of the day and year last execute below.

**ATTEST:**

**TOWN:**

By: \_\_\_\_\_  
Vivian Mendez, TOWN Clerk

By: \_\_\_\_\_  
Roger Michaud, Chair

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Thomas J. Baird, TOWN  
Attorney

**FIRM**  
Colliers International Florida, LLC

By:  \_\_\_\_\_

**Name/Title:**  
Warren Weiser, Broker of Record  
\_\_\_\_\_

**Exhibit “A”**  
**Scope of**  
**Services**

The FIRM shall be responsible for assisting TOWN with the following residential and commercial brokerage services:

- Develop strategies for acquisition, sale or lease of designated TOWN-owned properties (including conducting studies of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise available properties for sale including the MLS;
- Distribute the materials to potential buyers via the appropriate form(s) of media and report results to the TOWN on an agreed upon frequency;
- Participate in site tours of available property for potential buyers or tenants;
- Analyze offers from potential buyers or tenants and advise the TOWN with respect to negotiations;
- Represent the TOWN in negotiations with a prospective buyer/ tenant from the time of offer until closing;
- Recommend lease terms and conditions and assist the TOWN in AGREEMENT negotiations;
- Coordinate real estate transaction closings;
- Handle all other customary activities and services associated with real estate transactions; Presentations at public meetings or internal meetings as required;
- Analyze offers from potential owners or sellers of both residential and commercial properties and advise the TOWN with respect to negotiations;
- Represent the TOWN in negotiations with an owner / seller from the time of offer until closing;
- Recommend purchase terms and conditions and assist the TOWN in AGREEMENT negotiations;
- Handle all other customary activities and service associated with real estate transactions as requested by the TOWN.

## Exhibit B:

- a. State your commission rate for listing and selling of properties.
- b. State your contract rate for managing the leasing of properties.
- c. State your fee for evaluation of properties.
- d. State any other costs the CRA/Town may anticipate relating to the real estate services to be provided.

**a. State your commission rate for listing and selling of properties.**

Seller Representative		Rate	Buyer Representative
Sales less than or equal to \$3,000,000		5%	Colliers will look to Seller for payment, in the event Seller will not pay, CRA/Town will pay Commission per the Seller Representative chart to the left.
Sales between \$3,000,001 and \$6,000,000		4%	
Sales between \$6,000,001 and \$10,000,000		3%	
Sales greater than \$10,000,001		2%	

**b. State your contract rate for managing the leasing of properties.**

Leasing Representation	Rate	Commission
CRA/Town Landlord Representation	6%	Commission paid by CRA/Town. Colliers to be responsible for any outside/co-broker (if any).
CRA/Town as Tenant Representation	4%	Commission paid by Landlord/Owner

**c. State your fee for evaluation of properties.**

Appraisals will range from \$3,500-\$5,500 depending on the complexity of the project.

**d. State any other costs the CRA/Town may anticipate relating to the real estate services to be provided.**

Colliers is available on an as needed basis for Advisory Services/ Consulting projects on an hourly basis.

Role/Qualification	Rate
Primary Point of Contact and Brokerage Professionals	\$20
Research	\$125
Financial Analyst	\$12
Administrative	\$75