

CBREPRESENTS:



Request for Proposal Scope of Services

LAS OLAS MARINA



April 2015

Prepared for:
Lee Feldman

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Presented by:

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May 7, 2015

Dear Mr. Feldman:

Thank you for the opportunity to submit this engagement letter to provide assistance in preparing a Request for Proposal (RFP) to renovate the existing Las Olas Marina and potentially expand the marina into the upland area to accommodate docking facilities for mega yachts.

Per our existing contract, under the First Amendment to Agreement & Addendum for Real Estate Brokerage and Lease Management Services, at the request of the CITY, by and through the City Commission, and at the CITY'S sole discretion, CONTRACTOR may be requested to provide Financial Advisory Services to implement the Strategic Plan and reduce facility costs for the CITY in a Complex Development Transaction. This may include, but not be limited to the sale/leaseback of CITY-owned facilities such as CITY Administrative Facilities, bondable net leases, the structuring of joint ventures, public/private partnerships or other transaction necessary to implement the real estate portfolio strategies outlined in the Strategic Plan.

As such, the following paragraphs describe the scope of work and fee schedule CBRE, Inc. would propose should you wish to engage us for this effort.

Please do not hesitate to contact either of us if you have any questions or require additional information.

Sincerely,

Michael B. McShea
Executive Vice President

Scott Allen
First Vice President

Ryan Nunes
Associate



Property Considered

That property located on the east side of the Intracoastal Waterway on both sides of the Las Olas Boulevard bridge known as the Las Olas Marina in Fort Lauderdale, FL.

In preparing a RFP to expand and operate the marina, CBRE will have completed the following:

Phase 1: Site Due Diligence

CBRE will evaluate all documentation and data as currently exists and analyze site conditions and constraints including but not limited to:

1. Environmental issues
2. Review of existing leases
3. Access/Transit
4. Geological and topological Issues
5. Zoning
6. Existing uses of surrounding property

Phase 2: Vision/Planning

With data collected in previous tasks, CBRE will participate in a vision and planning process that includes the following, and results in design concepts to guide marketing of the property:

1. Interview relevant stakeholders
2. Consider public input
3. Identify current and future civic/municipal needs
4. Engage the City to understand their goals and objectives

Phase 3: Market Engagement

Armed with information gathered in previous studies and with mutual agreement to proceed, CBRE, Inc. will develop a Request for Proposal process to engage developers, investors and users for Las Olas Marina that considers the following transaction elements:

1. User vs. Master Developer vs. Multiple Developers
2. City commitment(s)
3. User/Developer vision vs. City vision
4. Civic responsibilities and needs
5. Schedule
6. Financial commitments/guarantees/deposits/contingencies

Phase 4: Proposal Evaluation, Partner Selection, Transaction Execution

CBRE will provide the City with non-voting technical expertise throughout the procurement process.

CBRE will provide support during the contract negotiation process and assist with executing all necessary documentation, including the following transaction elements:

1. Letter of Intent



- 2. Due diligence
- 3. Development Agreements
- 4. Ground leases or Purchase Documents
- 5. Shared use/Common Area Agreements

Compensation

CBRE Agency and Project Fee

CBRE is providing advisory services to the City of Fort Lauderdale and owes its duties solely to the City of Fort Lauderdale. The contract between the City and CBRE requires that the selected Developer compensate CBRE a fee equal to three and one-half percent (3.5%) of the NPV of the entire ground lease discounted at the Municipal General Obligation AA rated Bond Rate, using a maturity range that is consistent with the term of the ground lease. The commission shall be calculated on the day the Bid Winner's contract or management agreement is signed. Fees will be due and payable to CBRE within thirty (30) days of execution of a development, joint venture, or other agreement between the parties. Terms and conditions of the fee will be outlined in a separate agreement between CBRE and the selected Developer to be executed prior or simultaneously with the Development or Project agreement. Such fee should be included in developer pro-formas. The City shall make all decisions concerning the selection of Respondents. Co-brokers shall not be recognized.

Agreed:

 City of Fort Lauderdale

 CBRE, Inc.

By:

Tripp Gulliford
 Managing Director

Date:

Date:
