

**FIRST AMENDMENT TO  
AGREEMENT FOR  
REAL ESTATE BROKERAGE  
AND  
LEASE MANAGEMENT SERVICES**

THIS FIRST AMENDMENT to Agreement For Real Estate Brokerage and Lease Management Services ("First Amendment") is entered into this 3<sup>rd</sup> day of September, 2014 by and between:

**CBRE, Inc.**, a Delaware corporation authorized to transact business in the State of Florida (hereinafter "CONTRACTOR") whose address is 200 East Las Olas Boulevard, Fort Lauderdale, FL 33301

-and-

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "CITY")

R E C I T A L S

A. CONTRACTOR and CITY entered into an Agreement for Real Estate Brokerage and Lease Management Services on July 23, 2014 ("Agreement").

B. That the Agreement had an Addendum which provided among other matters that pursuant to Paragraph 1.4.2 of the Addendum, CONTRACTOR shall not and was not responsible for the rendition of Management Services nor entitled to Management Fees on transactions under City Charter Section 8.08, parking spaces in parking facilities owned or operated by the City.

C. Since execution of the Agreement and Addendum, after further review of operations, CITY management has determined that it would be in the overall interests of the CITY for CONTRACTOR to undertake rendition of Management Services relative to parking spaces in parking facilities owned or operated by the City for CONTRACTOR to be entitled to Management Fees relative thereto.

D. That pursuant to Paragraph 2.1.3 of the Addendum, CONTRACTOR was not entitled to a Brokerage Commission for a transaction involving City Charter Section 8.08, parking spaces in parking facilities owned or operated by the City.

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E. Since execution of the Agreement and Addendum, after further review of operations, CITY management has determined that it would be in the overall interests of CITY for CONTRACTOR to undertake rendition of Brokerage Services relative to parking spaces in parking facilities owned or operated by the City for CONTRACTOR to be entitled to Brokerage Commissions relative thereto.

F. That the Agreement had an Addendum which provided among other matters that pursuant to Paragraph 1.4.3 of the Addendum, CONTRACTOR shall not and was not responsible for the rendition of Management Services nor entitled to Management Fees on transactions under City Charter Section 8.10, Fort Lauderdale Executive Airport (Prospect Field).

G. Since execution of the Agreement and Addendum, after further review of operations, CITY management has determined that it would be in the overall interests of the CITY and Executive Airport for CONTRACTOR to undertake rendition of Management Services relative to Executive Airport for CONTRACTOR to be entitled to Management Fees relative thereto.

H. That pursuant to Paragraph 2.1.4 of the Addendum, CONTRACTOR was not entitled to a Brokerage Commission for a transaction involving City Charter Section 8.10, Fort Lauderdale Executive Airport (Prospect Field).

I. Since execution of the Agreement and Addendum, after further review of operations, CITY management has determined that it would be in the overall interests of CITY and Executive Airport for CONTRACTOR to undertake rendition of Brokerage Services relative to Executive Airport for CONTRACTOR to be entitled to Brokerage Commissions relative thereto.

J. By authorizing execution of this First Amendment, the City Commission finds that execution hereof serves a valid municipal purpose and is in the best interests of CITY for parking spaces in parking facilities owned or operated by the City and Executive Airport.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. **The foregoing Recitals are true and correct.**
2. **The Addendum to the Agreement is hereby amended as follows:**
  1. **Management Fees** payable to Contractor for rendition of management services for managing Leases for City.

. . .

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1.4 Unless otherwise agreed by the City in writing, Contractor shall not be responsible for the rendition of Management Services nor entitled to Management Fees on transactions under the following leasing transactions where the City is the Lessor.

1.4.1 City Charter Section 8.07, Leases with government entities or agencies for governmental purposes

~~1.4.2 City Charter Section 8.08, Leases of parking spaces in parking facilities owned or operated by the City.~~

~~1.4.3 City Charter Section 8.10, Fort Lauderdale Executive Airport (Prospect Field)~~

1.4.4 City Charter Section 8.13, Leases to civic and charitable organizations.

**2. Brokerage Commission** – fees generated where Contractor is the procuring cause of a sale or lease.

2.1 Unless otherwise agreed by the City in writing, Contractor shall not be entitled to Brokerage Commissions on the following transactions:

2.1.1 City Charter Section 8.06, Leases at Bahia Mar, including leasing of Bahia Mar

2.1.2 City Charter Section 8.07, Leases with government entities or agencies for governmental purposes

~~2.1.3 City Charter Section 8.08, Leases of parking spaces in parking Facilities owned or operated by the City.~~

~~2.1.4 City Charter Section 8.10, Fort Lauderdale Executive Airport (Prospect Field)~~

2.1.5 City Charter Section 8.13, Leases to civic and charitable organizations

2.1.6 City Charter Section 8.02, Sale of public lands and of public property to public bodies

2.1.7 City Charter Section 8.03, Acquiring right-of-way for purpose of converting same to a public body

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2.1.8 City Charter Section 8.11, Sale of real property at Fort Lauderdale Executive Airport.

. . .

**3. Conflict.** In the event and to the extent that there is any conflict between the terms and conditions of the Agreement and Addendum and the terms and conditions of this First Amendment, then the terms and conditions of this First Amendment shall supersede and prevail over any such conflicting terms in the underlying Agreement and Addendum

**4. Ratify and Confirm.** In all other respects, the parties ratify and confirm this Agreement and Addendum, as amended hereby.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

**CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:

\_\_\_\_\_  
Robert B. Dunckel,  
Assistant City Attorney

ATTEST:

\_\_\_\_\_  
Jonda K. Joseph, City Clerk

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ATTEST:

**CONTRACTOR**

CBRE, INC., a Delaware corporation

By: \_\_\_\_\_  
Kathleen Thompson, Secretary

By: \_\_\_\_\_  
Jim Reid, President, Eastern Region

(CORPORATE SEAL)

STATE OF DISTRICT OF COLUMBIA :  
COUNTY OF WASHINGTON :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Jim Reid as president for CBRE, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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