

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CBRE, INC. AND THE CITY OF ANN ARBOR FOR
BROKERAGE SERVICES FOR KLINE'S LOT AND 415 W. WASHINGTON**

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and CBRE, INC., a Delaware corporation, 2000 Town Center, Suite 2200, Southfield, Michigan 48075 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area means **Administration**.

Contract Administrator means Milton Dohoney Jr., acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all newly created documents, plans, specifications, reports, recommendations, and other materials developed uniquely and specifically for and delivered to City by Contractor in connection with the performance of the Services under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Services means Brokerage Services for Kline's Lot and 415 W. Washington as further described in Exhibit A.

Listing Team means Anne P. Rahm, Jack Johns, Hank Carpenter

2. DURATION

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until the earlier of (i) eighteen (18) months from the Effective Date or (ii) satisfactory completion of the Services, unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.
- E. Notwithstanding anything contained in this Agreement to the contrary, the City agrees that (i) the City and/or its legal counsel are solely responsible for determining the legal sufficiency of any documents to be executed by the City in any transaction contemplated by this Agreement as well as the tax consequences of any such transaction; and (ii) while Contractor may assist the City in gathering reasonably available information, Contractor cannot represent or warrant the creditworthiness of any prospective purchaser and/or their ability to satisfy their obligations under a purchase agreement. All final business and legal decisions shall be made solely by the City.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement is a flat fee of \$200,000.00 for services pertaining to 415 W. Washington, and \$500,000 for the Kline's Lot, which includes all expenses.
- B. Payment shall be made pursuant to the payment schedule as specified in Exhibit A.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete commercially reasonable records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon reasonable request.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under

this Agreement to the extent such claims are attributable to the negligent act(s) or omission(s) of Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor. Prior to commencement of work under this Agreement, Contractor shall provide certificates of insurance to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.

C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including reasonable attorney's fees, resulting or alleged to result, from any third party claim or cause of action to the extent attributable to any negligent act or omission, willful misconduct or failure to comply with a material obligation of this Agreement by Contractor or Contractor's employees or agents, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

D. Contractor is required to have the following insurance coverage:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
2. Commercial General Liability Insurance equivalent to, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be included as an additional insured to the extent of losses attributable to Contractor's negligence. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury

3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have, but only to the extent of loss attributable to Contractor's negligence; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Contractor will provide 30-day prior written notice of cancellation to the City of Ann Arbor. Contractor shall furnish the City with satisfactory certificates of insurance prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient

trained employees to provide the Services.

- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement other than the fee Contractor is to receive under this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes under this Agreement. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of written notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance written notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If notice is sent to Contractor:

CBRE, Inc.
ATTN: Paul Van Devender
2000 Town Center, Suite 2200
Southfield, Michigan 48075

If notice is sent to the City:

City of Ann Arbor
ATTN: Milton Dohoney Jr.
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City

acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to retain one (1) set of copies of all Deliverables to the extent required by law.

16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement except with the City's prior written consent.

The parties acknowledge that Contractor or its affiliates may be involved in representing other parties in real estate transactions involving the City or involved in the ownership or management of certain properties. If, at any time, any Key Contractor Personnel actually becomes aware that the City is involved in any material way in any proposed transaction whereby Contractor or an affiliate represents any other party to that transaction, Contractor agrees to notify the City promptly upon discovering such facts. In the event of a conflict between Contractor's representation of the City under this Agreement with respect to such transaction and the obligations of Contractor or its affiliate to another party with respect to such transaction, Contractor agrees to advise the City of such conflict and to obtain the City's consent therefor, or the City may require that Contractor withdraw from its representation of the City with respect to such transaction. The City's prospective consent to Contractor's representation of the City in the event of a conflict of interest, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non- public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case-by-case basis.

17. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be

altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

20. COMPLIANCE WITH LAW

The City and Contractor agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders governing each party's respective participation in any transaction contemplated by this Agreement. Further, the City and Contractor each acknowledge that: (a) discrimination, including refusing to display or lease or sell to or from any person, because of one's membership in a protected class, including, race, color, religion, national origin, sex, ancestry, age, marital status, disability, familial status, marital status or any other class protected by applicable law is illegal, and (b) the Properties will be offered in compliance with all applicable anti-discrimination laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

CBRE, INC.

By: _____

Name: Paul Van Devender

Title: Managing Director

Date: _____

CITY OF ANN ARBOR

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES and FEES

Contractor will provide real estate brokerage services for the sale of two City-owned real estate properties within the City of Ann Arbor. The first property is commonly referred to as the Kline's Lot and the second as 415 W. Washington, as more fully described below ("Property" or "Properties").

"Kline's Lot"

Contractor has submitted to the City a Proposal in response to Request For Proposal RFP# 24-50, dated October 10, 2024 ("Kline's Lot Proposal"). Both the RFP and the Kline's Lot Proposal are incorporated fully herein by reference. Contractor agrees to provide the services as outlined in the Kline's Lot Proposal, by the Listing Team.

The Kline's Lot (named for the former Kline's Department Store) consists of City-owned properties located on the edge of downtown on the northeast corner of Ashley and William. Individual addresses include 309, 337 and 339 South Ashley Street and 104, 116 and 120 West William Street, Ann Arbor, Michigan 48104 with parcel numbers 09-09-29-408-001, 09-09-29-408-002, 09-09-29-408-003, 09-09-29-408-004, 09-09-29-408-005, and 09-09-29-408-006. This 53,288 SF (1.22-acre) site is currently a 143-space surface parking lot managed by the DDA as a paid lot.

"415 W. Washington"

Contractor has submitted to the City a Proposal in response to Request For Proposal RFP# 24-55, dated November 13, 2024 ("415 W. Washington Proposal"). Both the RFP and the 415 W. Washington Proposal are incorporated fully herein by reference. Contractor agrees to provide the services as outlined in the 415 W. Washington Proposal, by the Listing Team.

As more fully delineated in the two Proposals, Contractor shall work on behalf of the City to broker sales of the Properties to a developer partner that presents the most compelling offer, incorporating one or more elements of the City's adopted vision for land development:

- Supporting housing development at all income levels to support housing affordability;
- Supporting sustainability in the built environment;
- The pursuit of placemaking initiatives;
- The improvement of the tax base, or of revenue to the City.

Statement of Work

General

Throughout the process, Contractor will regularly update City stakeholders including the Community Services Area Administrator, City Council Members, City Planning Commission Members and other departments and boards, as requested.

Contractor will stay up to date on the Comprehensive Plan and other relevant initiatives.

Contractor will participate in public meetings as necessary to inform City Council and the public regarding their process, offers procured from developers, and as otherwise necessary to respond to public feedback and council inquiries. The Project Lead, Anne Rahm, will manage communications and reporting between the City and Contractor.

Contractor will meet with City Administrator and/or City decision team in-person upon request to provide updates and receive input.

Contractor assumes responsibility for any expansions in this scope of services. If additional services are required, Contractor and the City will agree in writing and Contractor will modify its team to meet such expanded scope of services as agreed in writing between the parties.

Phase 1: Site Due Diligence and Strategic Planning

Contractor will develop a custom strategic plan for each Property. To inform the strategic plan Contractor will, at a minimum:

- Engage the City decision team to understand goals and objectives
- Analyze site potential and highest and best use by considering site conditions, including access/transit, zoning, environmental conditions, and existing uses of surrounding property
- Interview relevant stakeholders
- Complete a financial analysis
- Consider Comprehensive Plan and previous community input

Phase 2: Marketing

Contractor will prepare graphical, data and story-driven marketing package. Marketing package will include full-featured virtual listing on Contractor's platform with mobile-friendly presentation, virtual tour, and access to relevant supporting documents. Contractor will also develop targeted emails for qualified buyers and interested parties.

Contractor will actively market Properties through contacts, public listing services, and listing platforms. Contractor will target local, regional, and global networks of investors and developers to achieve maximum exposure and competitive bidding.

Contractor will mobilize in house practice groups as needed to facilitate increased

competition.

Phase 3: Negotiations, Selection and Closing:

Prior to negotiation and execution of sales contract, Contractor will advise and facilitate the City's decision making to select top buyer prospects. This includes:

- Presenting all reasonable offers to the City with an analysis of terms, advising the City regarding any counter offers and/or "best and final" requests
- Conducting interviews with interested parties
- Creating and maintaining a competitive environment throughout the acquisition process
- Soliciting draft transaction documents from selected buyers
- Analyzing offers and counteroffers
- Providing like kind comparisons of buyer terms to recommend the optimal path for the City

Contractor will work with the City decision team to determine top buyer prospects. Contractor will send best and final letters to top buyer prospects along with due diligence materials. Contractor will receive best and final bids and conduct additional interviews as necessary. In consultation with City decision team, Contractor will select two or three best offers for each Property to present to City Council for consideration.

Once buyer is selected, Contractor will work with City to develop and execute contract of sale, including advising City regarding financial and business terms to incorporate into contract. Once contract of sale is executed, Contractor will address any issues necessary for closing including facilitating buyer's due diligence, such as review of title and survey, zoning, physical inspection and market reviews.

Timeline

Contractor will prepare a detailed timeline for the scope of work, including anticipated number of weeks for completion of each Phase of the work and identified Deliverables. A draft timeline shall be submitted to the Contract Administrator within two weeks of the commencement date for the Agreement for review and approval. The Timeline may be modified during the term of the Agreement subject to final approval by the City Administrator.

FEE SCHEDULE

Brokerage services for the Kline's Lot – Flat fee of \$500,000

City will pay 50% of the fee for the Kline's Lot upon execution of the Agreement and 50% upon completion of services.

Brokerage services for 415 W. Washington – Flat fee of \$200,000

City will pay 50% of the fee for 415 W. Washington upon execution of the Agreement and 50% upon completion of services.