

## A G R E E M E N T

**THIS AGREEMENT** (“Agreement”) is made between the **URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY**, a body corporation duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the “CCURA”) and **CBRE, Inc.**, a Delaware corporation registered in the state of Colorado, whose address is 2121 N Pearl Street, Suite 300, Dallas Texas 75201 (the “Consultant”), jointly (“the Parties”).

The Parties agree as follows:

**1. COORDINATION AND LIAISON:** The Consultant shall fully coordinate all services under the Agreement with the Director of Economic and Community Vitality or delegatee (the “Department Liaison”).

**2. SERVICES TO BE PERFORMED:**

a. As the CCURA directs, the Consultant shall diligently undertake, perform, and complete the services and produce all the deliverables set forth in **Exhibit A, Scope of Work**, to the CCURA’s satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**3. TERM:** The Agreement will commence upon mutual execution of this Agreement and will expire on February 28, 2028 (the “Term”). The term of this Agreement may be extended by the CCURA under the same terms and conditions by a written amendment to this Agreement. Subject to the CCURA’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Department Liaison.

**4. COMPENSATION AND PAYMENT:**

a. **Budget.** The CCURA shall pay, and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line-item amounts set forth in **Exhibit A**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Consultant's expenses are included in **Exhibit A**.

c. **Invoicing:** Consultant shall provide the CCURA with a monthly invoice in a format and with a level of detail acceptable to the CCURA including all supporting documentation required by the CCURA.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the CCURA's maximum payment obligation will not exceed **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)** (the "Maximum Contract Amount"). The CCURA is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Unless CCURA directs Consultant to perform additional services through a written amendment to this Agreement, any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.

(2) The CCURA's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the CCURA, and encumbered for the purpose of the Agreement. The CCURA does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the CCURA.

5. **STATUS OF CONSULTANT:** The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or directors of the CCURA.

6. **TERMINATION:**

a. The CCURA has the right to terminate the Agreement with cause upon written notice effective immediately. Either party has the right to terminate this Agreement without cause by providing thirty (30) days prior written notice to the non-terminating party. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the CCURA.

b. Notwithstanding the preceding paragraph, the CCURA may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or

otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the CCURA by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the CCURA is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the CCURA deems expedient. The Consultant shall deliver all documents in any form that were prepared specifically and uniquely for CCURA under the Agreement and all other items, materials and documents that have been paid for by the CCURA to the CCURA. These documents and materials are the property of the CCURA. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the CCURA constitute or be construed to be a waiver by the CCURA of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the CCURA when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

## 8. **INSURANCE**

a. **Required Policies.** Consultant will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. **Commercial General Liability Insurance.** Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with combined single limits of One Million Dollars (**\$1,000,000.00**) for each occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate.

2. Comprehensive Automobile Liability Insurance. Automobile Liability coverage with combined single limits for bodily injury and property damage of **One Million Dollars (\$1,000,000.00)** for any one occurrence with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in connection with performance of the Services. If Consultant's insurance does not cover non-owned or hired vehicles, the requirements of this paragraph shall be met with respect to each such vehicle used in connection with performance of the Service, and Consultant agrees to ensure compliance prior to allowing use of a vehicle not owned by Consultant for such purpose.

3. Professional Liability Insurance. If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged, or if the CCURA otherwise deems it necessary, errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

4. Other Insurance. Workers' compensation insurance (unless Consultant provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

5. Excess or Umbrella Requirements. For the coverages required in Section, Consultant shall provide umbrella or excess coverage written on a "follow-form" basis to the underlying policy and in a coverage amount of **One Million Dollars (\$1,000,000.00)**. In so doing, the coverage shall provide complete protection to the CCURA consistent with the liability limits that may be imposed upon the CCURA pursuant to C.R.S. § 24-10-114, as may be amended. The limits of any insurance required by this Agreement will not limit Consultant's liability.

b. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall include the CCURA as an additional insured** and will provide that the CCURA, although included as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the CCURA or its officers, employees or agents by reason of the negligence of Consultant or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Consultant and the

**CCURA. Such policies will be written as primary policies not contributing to and not in excess of coverages the CCURA may carry.**

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide deductible amounts as Consultant deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Consultant will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the CCURA in writing.

4. Coverage Type. Consultant will identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal Consultant changes to “occurrence,” Consultant will carry a twelve (12) month tail. Consultant will not do or permit to be done anything that will invalidate the policies.

5. Evidence of Coverage. Before commencing work under this Agreement, Consultant will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. If the Term extends beyond the period of coverage for any required insurance, Consultant will, at least ten (10) days before the expiration of any such insurance coverage, provide the CCURA with new certificates of insurance and endorsements evidencing either new or continuing coverage.

c. Subcontracts. Consultant will include the insurance requirements of this Agreement in all subcontracts. Consultant will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

## **9. DEFENSE AND INDEMNIFICATION:**

a. Consultant will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Consultant, its employees, agents, or other persons acting under the Consultant’s direction or control. Consultant will indemnify and hold harmless the CCURA, as well as its elected and appointed officials current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools (“Indemnified Parties”), from any and all third party liability claims, demands, actions, damages, losses judgments, costs or expenses, including, but not limited to, reasonable attorney fees, which

may be made or brought or which may result against any of the Indemnified Parties as a result of or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of or failure to observe any applicable standard of care by Consultant and/or its employees, agents, or representatives or other persons acting under Consultant's direction or control. Consultant will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

b. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the CCURA's protection.

**10. TAXES, CHARGES AND PENALTIES:** The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against CCURA property.

**11. ASSIGNMENT; SUBCONTRACTING:** The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the CCURA's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the CCURA. The CCURA has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the CCURA; and (ii) no contractual relationship shall be created between the CCURA and any sub-consultant, subcontractor or assign.

**12. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**13. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person

or entity. Any person or entity other than the CCURA or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**14. NO AUTHORITY TO BIND CCURA TO CONTRACTS:** The Consultant lacks any authority to bind the CCURA on any contractual matters. Final approval of all contractual matters that purport to obligate the CCURA must be executed by the CCURA in accordance with the CCURA Bylaws, urban renewal law, the City of Commerce City's Charter and the Commerce City Revised Municipal Code.

**15. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the CCURA, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

**16. CONFLICT OF INTEREST:**

a. No employee of the CCURA shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the CCURA that would be in violation of any local laws, rules or policies.

b. The Consultant shall not knowingly engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that, to the best of its knowledge, it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the CCURA. The CCURA, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

**17. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the CCURA at:

Director of Economic and Community Vitality

City of Commerce City  
7887 East 60<sup>th</sup> Avenue  
Commerce City, CO 80022

With a copy of any such notice to:

City Attorney  
City of Commerce City  
7887 East 60<sup>th</sup> Avenue  
Commerce City, CO 80022

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**18. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances and regulations of the City of Commerce City, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be Adams County, Colorado.

**19. COMPLIANCE WITH ALL LAWS:** Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules and regulations of the City of Commerce City.

**20. LEGAL AUTHORITY:** Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that they have been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The CCURA shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a

dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

**21. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**22. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**23. INTELLECTUAL PROPERTY RIGHTS:** The CCURA and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant specifically and uniquely for CCURA and paid for by the CCURA pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the CCURA. Notwithstanding the foregoing, all methodologies, systems, procedures, management tools, software, ideas, know-how, and other intellectual capital a Party has developed, created, or acquired prior to, during, or after the Term of this Agreement will remain the exclusive property of such Party, and the other Party shall not acquire any right, claim, title, or interest in or to any such Party’s intellectual capital. The Consultant shall use commercially reasonable efforts to disclose all such items to the CCURA and, if applicable, shall assign such rights over to the CCURA upon completion of the Project. Subject to the limitations set forth above, to the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the CCURA at the time the Materials are created. Subject to the limitations set forth above, to the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers non-exclusive, royalty-free, non-transferable rights, title and interest in and to the Materials to the CCURA, solely for internal use and purposes but only to the extent reasonably necessary for CCURA to continue to use or access such Materials for the purposes for which it was developed, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. All Materials provided by

Consultant, whether presented orally or in writing, shall be solely for CCURA's internal use and shall not be disclosed to or relied upon by any third party without prior written approval from Consultant. Consultant hereby disclaims any and all liability to any third party that obtains or uses any Materials.

**24. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the CCURA will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**25. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the CCURA. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the CCURA. The Consultant shall notify the CCURA in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to CCURA officials.

**26. CONFIDENTIAL INFORMATION:** Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the CCURA, and that the disclosure of such Proprietary Data or information may be damaging to the CCURA or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the CCURA to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City of Commerce City ordinance and provided or made available to Consultant by the CCURA. Such Proprietary Data may be in hardcopy, printed, digital

or electronic format. Proprietary Data shall not include information or data to the extent that (a) such information or data becomes generally available to the public other than as a result of disclosure by Consultant in violation of this Agreement; (b) such information or data was received by Consultant from a third party who Consultant reasonably believed was lawfully entitled to disclose such information or data; (c) such information or data can be shown to have been independently developed by Consultant without reliance on Proprietary Data; (d) disclosure is required by court order, rule, regulation, or other law or legal process; and (e) such information or data is approved for release by CCURA.

**27. CCURA EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the CCURA until it has been fully executed by all required signatories of the CCURA, and approved by the Board.

**28. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the CCURA at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the CCURA.

**29. PROTECTIONS FOR DATA PRIVACY:** CCURA agrees it shall not provide, disclose, or grant access to Consultant to personal identifiable information under this Agreement without prior written authorization from Consultant. If CCURA provides personal identifiable information under this Agreement, CCURA shall provide written instructions to Consultant specifying the scope of the personal identifiable information to be provided, and if Consultant consents to CCURA's disclosure of personal identifiable information to Consultant in connection with the Services, Consultant shall implement and maintain reasonable security procedures and practices compliant with C.R.S. § 6-1-713.5(2)(a-b) and C.R.S. § 24-73-102(2)(a-b) with respect to any personal identifying information, as defined in C.R.S. § 6-1-713.5(2)(b) and C.R.S. § 24-73-101(4)( b), disclosed to Consultant in the course of performing the Services. Consultant will notify the CCURA within twenty-four (24) hours of Consultant's determination that a security breach has occurred, as defined in C.R.S. § 6-1-716(1)(c) and C.R.S. § 24-73-103(1)( b), with regard to any personal information, as defined in in C.R.S. § 6-1-716(1)(g) and C.R.S. § 24-73-

103(1)(g), disclosed to Consultant in the course of performing the Services, and will conduct such investigation and provide such notice as required by law in the event of such breach.

**30. ACCESSIBILITY.**

a. Consultant will comply with and the Services provided under this Agreement will be in compliance with all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability (“Accessibility Standards”), as established by the State of Colorado Office of Information and Technology (“OIT”) pursuant to § 24-85-103(2.5) C.R.S. Consultant will also comply with all State of Colorado technology standards related to technology accessibility with Level AA of the most current version of the Web Content Accessibility Guidelines (“WCAG”), incorporated in the State of Colorado technology standards.

b. The CCURA may require the Consultant’s compliance with the State of Colorado’s Accessibility Standards to be determined by a third-party selected by the CCURA to attest to the Consultant’s Services complying with §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards established by OIT.

c. The Consultant will indemnify and hold harmless the CCURA, its elected officials, officers, employees, and agents (“Indemnified Parties”) against all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including reasonable attorney’s fees and related costs) incurred by any of the Indemnified Parties in relation to the Consultant’s failure to comply with §§ 24-85-101, et seq. C.R.S. or the Accessibility Standards established by OIT.

**31. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Consultant consents to the use of electronic signatures by the CCURA. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the CCURA in the manner specified by the CCURA. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibit List**

**Exhibit A – Scope of Work**

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IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_, 2026.

**URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY**

\_\_\_\_\_  
Jason R. Rogers, Executive Director

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen J. Ruger, City Clerk

\_\_\_\_\_

**CBRE, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

## **Exhibit A**

### Scope of Services

#### 1. Brokerage Services

- Represent the CCURA in the acquisition, disposition, and leasing of commercial, industrial, and residential properties.
- Conduct detailed market analyses to identify potential sites aligned with CCURA objectives.
- Negotiate purchase, sale, and lease agreements on behalf of the CCURA, ensuring favorable terms and compliance with CCURA and City policies.
- Provide expert advice on property valuation, investment returns, and prevailing market conditions to CCURA and the City.

#### 2. Appraisal Services

- Deliver property appraisals that comply with the Uniform Standards of Professional Appraisal Practice (USPAP) for both land and improved properties.
- Perform appraisal reviews for reports prepared by external parties to ensure accuracy and compliance.
- Conduct highest and best use analyses when requested by the CCURA or the City.
- Prepare comprehensive written appraisal reports detailing valuation methodologies, assumptions, and supporting data.

#### 3. Advisory and Other Services

- Provide strategic real estate consulting, including feasibility studies and support for public-private partnerships.
- Assist in due diligence processes and site development evaluations to mitigate risk and optimize project outcomes.
- Offer expertise to advance community and economic development initiatives through informed real estate strategies.

#### Performance Standards

- Responsiveness: Acknowledge all CCURA requests within one (1) business day and provide an estimated timeline for completion.
- Quality Assurance: All deliverables must meet professional standards and comply with applicable laws, regulations, and USPAP guidelines.
- Accuracy: Market analyses and appraisals must be based on current, verifiable data and include supporting documentation.
- Confidentiality: Consultant shall maintain strict confidentiality of all CCURA and City information and adhere to any applicable non-disclosure requirements.

#### Deliverable Timelines

- Brokerage Transactions: Initial property options and market analysis within 10 business days of request; negotiation updates reported weekly until completion.
- Appraisal Reports: Standard property appraisals delivered within 15 business days of assignment; appraisal reviews within 10 business days.
- Advisory Reports: Feasibility studies and strategic consulting reports completed within 30 business days, unless otherwise agreed in writing.
- Status Updates: Bi-weekly progress reports for ongoing projects and immediate notification of any delays or issues.

#### Compliance Clauses

- Consultant shall comply with all CCURA and City procurement policies, applicable federal, state, and local laws, and professional standards.
- Consultant shall maintain all required licenses, certifications, and insurance throughout the term of the agreement.
- Consultant shall adhere to ethical standards and avoid conflicts of interest in all transactions.

#### Penalty Provisions

- Failure to meet agreed timelines without prior written approval may result in:
- Liquidated damages of \$250 per day for each overdue deliverable.
- Possible termination of contract for repeated non-compliance.
- Consultant shall be liable for any costs incurred by the CCURA due to delays or errors caused by negligence.

