

**AGREEMENT
FOR REAL ESTATE BROKER SERVICES**

THIS AGREEMENT is made and entered this 24th day of July 2017, by and between City of Pueblo, a Municipal Corporation ("City") and Rocky Mountain Realty (hereinafter collectively referred to as "Broker") for Broker to provide certain real estate broker and management services for City with respect to the City's acquisition, marketing and sale of properties in connection with the City's housing program, under the Dodd-Frank Wall Street Reform Act of 2010 ("Act"), the Community Development Block Grant, under Title 1 of the Housing and Community Development Act of 1974, and the HOME Investment Partnership Act Grant, under Title II of the Cranston-Gonzalez National Affordable Housing Act, and, to the extent applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies act of 1970, as amended ("URA"), and the related ancillary services. In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Broker shall satisfactorily perform, in accordance with the standards of care and conduct applicable to licensed real estate brokers and employing real estate brokers in the State of Colorado, the real estate broker services for the City's Neighborhood Stabilization Program ("NSP") Program described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary real estate brokerage services. The requirements of the Request for Proposal ("RFP") issued by the City under Project No. 17-045 are also incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

(b) To the extent, Broker performs any of the services to be provided under this Agreement through other real estate brokers or real estate salespersons employed by Broker or acting as subcontractors to Broker, Broker shall be and remains fully responsible for the full performance and quality of services performed by such employees or brokers.

(c) To the extent, Broker requires access to private property to perform its services hereunder, Broker shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Broker to any such property through a right of entry agreement, access agreement, letter of consent, or other instrument, Broker shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Broker upon request.

SECTION 2. BROKER'S DUTIES AND RESPONSIBILITIES.

(a) City as Buyer. When City is evaluating, negotiating, or undertaking the purchase of any property, Broker shall have the fiduciary duties and responsibilities to City that are required of a "buyer agent" under the rules of the Colorado Real Estate Commission ("Commission") and the latest version of Commission approved forms. The services to be furnished when City is evaluating, negotiating, or undertaking the purchase of property and in preparing Broker's Price Opinions ("BPO's"), are those generally described in Schedule 1 under the heading "City as Buyer" and payment shall be limited to the amounts set forth in Schedule 2 under the heading "City as Buyer". In such circumstances, Broker shall use real estate forms of purchase agreement that have been approved for use in the Housing Programs with major lenders, or as directed by City. No commissions shall be payable to Broker in connection with services provided when City is purchasing property.

(b) City as Seller. When City is preparing to sell, or selling any property in the Housing Programs, Broker shall have the fiduciary duties and responsibilities to City that are required of a "seller

agent” under the Commission’s rules and forms. The services to be furnished by Broker when City is preparing to or selling property are those generally described in Schedule 1 under the heading “City as Seller”, and payment for those services shall be limited to the amount or amounts for commission listed in Schedule 2 under said heading. In no event shall City’s liability exceed the maximum total commission set forth in Schedule 2. Commissions shall not be earned until and unless the sale of a property actually occurs, and Broker acknowledges and agrees that City may withdraw a property from sale at any time prior to closing of the sale in its sole and absolute discretion. All agreements Broker enters into with other real estate brokers with respect to City properties offered for sale shall be subject to the limitations of this Agreement. In cases where City is selling property, the following terms also apply:

A. Broker shall exercise reasonable skill and care as a seller agent broker for City, including, but not limited to the following:

- i) Timely and professionally performing the terms of this Agreement;
- ii) Presenting all offers to and from City in a timely manner regardless of whether the Property is subject to a contract for Sale;
- iii) Disclosing to City adverse material facts which are set forth in any disclosure forms or which are known by Broker;
- iv) Advising City regarding the sale transaction and advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- v) Accounting in a timely manner for all money and property received, if any; and
- vi) Keeping Seller fully informed regarding the transaction.

B. Broker shall not disclose the following information without the informed consent of City:

- i) That City is or may be willing to accept less than the asking price for the Property;
- ii) What the motivating factors are for City to sell the Property;
- iii) That Seller will agree to financing terms other than those offered;
- iv) Any material information about City unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
- v) Unless contrary to law, any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

C. City consents to Broker’s disclosure of City’s confidential information to the supervising Broker or designee for the purpose of proper supervision, provided such supervising Broker or designee shall not further disclose such information without consent of City, or use such information to the detriment of City.

D. Broker has no duty to conduct an independent inspection of any property being sold by City for the benefit of a buyer and has no duty to independently verify the accuracy or completeness of statements made by City or independent inspectors. Broker has no duty to conduct an independent investigation of a buyer’s financial condition or to verify the accuracy or completeness of any statement made by a buyer.

E. Broker agrees that City shall not be liable for Broker’s acts or omissions that have not been approved, directed, or ratified by City.

(c) Broker shall be responsible for the professional quality, technical accuracy, and timely completion of Broker's work, including that performed by Broker, its employees and other brokers employed as subcontractors to Broker, irrespective of City's approval of or acquiescence in same. Where

the Broker consists of a corporation and a licensed individual associated with the corporation, as indicated in the initial paragraph of this Agreement, both the corporation and the individual shall be contractually responsible, jointly and severally, for all obligations under the terms of this agreement to be performed by Broker.

(d) Broker shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Broker's negligent act or omission; except that Broker hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(e) Broker shall be completely responsible for the safety of Broker's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(f) Broker acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Broker represents that, if a Schedule 3 attached is attached hereto, it shall constitute the schedule by which Broker proposes to accomplish its work, with time periods for which it will commence and complete each major work item; otherwise, Broker shall timely perform in accordance with the schedule for such work items customary in Pueblo, Colorado.

(g) Before undertaking any work or incurring any expense which Broker considers beyond or in addition to the Scope of Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Broker shall advise City in writing that (i) Broker considers the work beyond the scope of this Agreement, (ii) the reasons that Broker believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Broker shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Broker shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) City will pay Broker full compensation for all services required to be performed by Broker under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the amounts set forth in Schedule 2.

(b) With respect to services where City acts as buyer, Broker shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth, for actual real estate broker services rendered. Applications for payment shall be submitted based upon the rates and expense reimbursement provisions set forth in Schedule 2 attached hereto, and shall contain appropriate documentation that such services have been performed and such expenses incurred. Thereafter, City shall pay Broker for the amount of the application within forty-five (45) days of the date such application is received.

(c) With respect to services where City acts as seller, Broker shall be compensated at the upon disbursement of proceeds from the sale of the property, in accordance with the fees set forth in Schedule 2.

(d) The fees set forth in Schedule 2 are intended to compensate Broker for all of Broker's expenses for advertising, internet listings, MLS fees, photography, travel, profit, overhead, local telephone expenses, lodging, photocopying, computer time, secretarial or clerical time and similar expenses, unless

otherwise provided and listed in Schedule 2.

(e) No compensation shall be paid to Broker for services required and expenditures incurred in correcting Broker's mistakes or negligence.

(f) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(g).

(g) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Broker acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CITY'S RESPONSIBILITIES.

(a) City agrees to advise Broker regarding City's Housing and NSP Program requirements and to provide all relevant information, data, and previous reports accessible to City, which Broker may reasonably require.

(b) City shall designate a Project Representative to whom all communications from Broker shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value the lesser of \$1,000.00 or 5% of the maximum contract price.

(c) City shall examine all documents presented by Broker, and render decisions pertaining thereto within a reasonable time. The City's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Broker of responsibility for the professional adequacy of its work.

(d) City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving a policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of forty-six (46) days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

SECTION 5. TERMINATION.

(a) City reserves the right to terminate this Agreement and Broker's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Broker shall cease all work and stop incurring expenses, and shall promptly deliver to City all data, reports, plans, calculations, summaries and all other information, documents, work product and materials as Broker may have accumulated in performing this Agreement, together with all finished work and work in progress.

(b) Upon termination of this Agreement for events or reasons not the fault of Broker, when the City is acting as buyer, Broker shall be paid at the rates specified in Schedule 2 for City acting as buyer for all services rendered and reasonable costs incurred to date of termination. When the City is acting as seller, upon any such termination not the fault of Broker, Broker shall not be entitled to any compensation, except

with respect to the properties which have actually sold and for which Broker provided services as a seller agent. In no event shall payment to Broker upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(c) In the event termination of this Agreement or Broker's services is for breach of this Agreement by Broker, or for other fault of Broker including but not limited to any failure to timely proceed with work, or to pay its employees and Brokers, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Broker's entire right to compensation shall be limited to the lesser of (i) the reasonable value of completed work to City, or (ii) payment at the rates specified in Schedule 2 for services satisfactorily performed, prior to date of termination.

(d) Broker's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Broker's services will require access to property not under the control of City, Broker and Broker's employees and subcontracted or selling brokers, if any, shall obtain all additional necessary approval and clearances required for access to such property. City shall assist Broker in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to any such property. Notwithstanding the foregoing, Broker understands and agrees that entry to some property by Broker may be subject to compliance by Broker with the terms and conditions of an access agreement in accordance with section 1(c) of this Agreement.

SECTION 7. USE OF DOCUMENTS.

(a) Plans, BPO's, reports and all other documents prepared or provided by Broker hereunder shall become the sole property of City, subject to applicable federal grant requirements and requirements imposed by the Act and its implementing regulations, and City shall be vested with all rights therein of whatever kind and however created, whether by common law, statute, or equity. City shall have access at all reasonable times to inspect and make copies of all notes, reports, and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Broker publish work product developed pursuant to this Agreement, except (i) with advance written consent of City, which consent may be granted or withheld in City's sole and absolute discretion and (ii) full compliance with the requirements of this Agreement, the Act, and applicable federal regulations.

SECTION 8. INSURANCE AND INDEMNITY.

(a) Broker agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b) below.

(b) The minimum insurance coverage which Broker shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation

Insurance policy shall contain an endorsement waiving subrogation against the City.

(ii) Commercial General Liability Insurance issued to and covering the liability of Broker with respect to all work performed by Broker and its employees and subcontractors under this Agreement, to be written on a Commercial General Liability ("CGL") policy form CG 00 01, with coverage limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence for property damage. This CGL policy shall be endorsed naming the City, its officers, agents, and employees as additional insureds and contain a waiver of subrogation rights against City. This CGL policy shall also provide coverage for contractual liability assumed by Broker under the provisions of this Agreement.

(iii) Professional Liability Insurance with coverage of not less than One Million and No/100 Dollars (\$1,000,000.00), and with a deductible of not more than Five Thousand and No/100 Dollars (\$5,000.00).

(iv) Comprehensive Automobile Liability Insurance effective during the period of the Agreement, and for such additional time as work on the Project is being performed, written with limits of liability for injury to one person in any single occurrence of not less than Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) and for any injury to two or more persons in any single occurrence of not less than One Million and No/100 Dollars (\$1,000,000.00). This insurance shall include uninsured/underinsured motorist coverage and shall protect the Broker from any and all claims arising from the use both on and off the Project site of motor vehicles, including any automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Broker.

(c) Broker agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of acts or omissions of Broker, its employees, and subcontractors.

SECTION 9. SUBCONTRACTS.

(a) City acknowledges that Broker is the only party with whom City has a contractual relationship under this Agreement. To the extent, Broker performs any Housing activities or services under this Agreement through others, Broker shall contractually bind each of such persons or entities by written agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those agreement provisions.

(b) Broker shall indemnify and defend City from all claims and demands for payment for services provided by employees or third parties hired by or providing services for Broker.

SECTION 10. REQUIRED FEDERAL PROVISIONS.

(a) Broker understands that City may be funding the Project in whole or part with funds provided under authority of the Act. Broker agrees it is subject to and shall comply with all applicable provisions of the Act and applicable implementing regulations. The Act and regulations are available directly to Broker and are included herein by reference to the same extent as if recited verbatim.

(b) Broker shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by City, and the U.S. Department of Housing and Urban Development (“HUD”), at any time during normal business hours and as often as City, or HUD deems necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

SECTION 11. MISCELLANEOUS.

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Broker or City by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the City, Attention:

City of Pueblo
Department of Housing and Citizen Services
Attn: Ada Rivera Clark, Director
2631 E. 4 St., Pueblo, CO 81001

or to Broker at:

Rocky Mountain Realty
Attn: Shawn Martinez
201 N Main St
Pueblo, CO 81003

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Broker and City respecting the Housing Programs and Broker services, and any other written or oral agreement or representation respecting the same or the duties of either City or Broker in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Real Estate Broker Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Broker may be assigned by it without the written consent of City, which consent may be withheld in City’s sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Broker and by City in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of City’s governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Broker nor its brokers shall discriminate against any employee or applicant for employment because

of race, color, religion, sex, national origin, disability, or age. Broker shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, or age.

(g) Non-Discrimination. In connection with the performance of this Agreement, neither Broker nor its brokers shall discriminate against any purchaser or seller of property because of race, color, religion, sex, national origin, disability, or age. Broker shall endeavor to ensure that purchasers or sellers of property are treated without regard to their race, color, religion, sex, national origin, disability, or age.

(h) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

SECTION 12. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK

(a) At or prior to the time for execution of this Agreement, Broker shall submit to the Purchasing Agent of City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Broker will participate in either the “E-Verify Program” created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the “Department Program” established pursuant to §8-17.5-102(5)(c) C.R.S., as amended, that is administered by the Colorado Department of Labor and Employment (hereinafter referred to as “CDLE”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Broker shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Agreement;

(II) Enter into a contract with a subcontractor that fails to certify to Broker that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(I) The Broker shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(II) The Broker is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(III) If the Broker obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Broker shall be required to:

A. Notify the subcontractor and the City's Purchasing Agent within three (3) days that the Broker has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A above, the subcontractor does not stop employing or contracting with the illegal alien; except that the Broker shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(IV) The Broker is required to comply with any reasonable request by the CDLE made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S., as amended.

(d) Violation of this Section 12 by the Broker shall constitute a breach of contract and grounds for termination. In the event of such termination, the Broker shall be liable for actual and consequential damages.

(e) As used in this Section 12, the term "subcontractor(s)" shall mean any subcontractor or real estate professional rendering services within the scope of this Agreement.

SECTION 13. TERM OF AGREEMENT

The award of this project shall result in an agreement for three (3) years, following all provisions within the RFP and any consequential addenda or agreements. Agreement may be renewed in two (2) successive one-year periods by a separate written addendum signed by both parties. Broker shall honor fee schedule submitted with proposal for the entire term of the agreement and any subsequent addenda.

SECTION 14. PERA LIABILITY

Broker shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Broker shall fill out the questionnaire attached as Schedule 4 and submit the completed form to City as part of the signed Agreement.

SECTION 15. NO MULTI-YEAR FISCAL OBLIGATION ON CITY

This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2017, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

SECTION 16. SUBJECT TO LAW

Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By: _____
President of the City Council

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

BROKER: Rocky Mountain Realty

By: _____
Name: Shawn P Martinez
Title: President

SCHEDULE 1

Scope of Services

The Scope of Services to be provided by Broker shall include, but not be limited to, the requirements listed under the General Description Section of the RFP for Project No. 17-045, to include, but not limited to:

- a. Analysis of designated real estate;
- b. Assessment of current market;
- c. Development of marketing plan;
- d. Drafting offers and filling out forms;
- e. Negotiations for purchase or sale;
- f. Market Survey, including valuation information;
- g. Report preparation, Microsoft compatible format;
- h. Proposal/offer evaluation and implementation;
- i. Recommendations and pricing and positioning of properties;
- j. Implementation of an affirmative fair housing marketing plan; and
- k. Updates as required.

City as Buyer:

1. Coordinate inspection of prospective properties by Broker with seller representatives; obtain keys and entry for City consultants in connection with evaluation for purchase and other incidental services.

2. Provide a Broker's Price Opinion ("BPO") on all prospective properties considered for purchase by the City. The BPO will include not less than three comparable properties, utilizing information from recent sales, property assessments, and other factors such as neighborhood analysis, market conditions and economic determinants impacting the value of the property.

NOTE: The purchase price, listing price and sales price for all properties will be determined by City's Department of Housing and Citizen Services (DHCS) and must be approved, in writing, by the DHCS Director or their Designee.

3. If requested, transmit purchase offers/contracts to seller representatives using City approved forms and Commission approved forms not inconsistent therewith.

City as Seller:

1. Establish a marketing strategy that includes all types of advertising (listing the property on MLS, the Broker's web pages, conducting open houses, providing "for sale" signage, lock boxes, and other forms of advertising) that is usually and customarily associated with professional real estate sales. Costs and expense of all forms of marketing utilized by Broker shall be the responsibility of the Broker.

2. Forward offers on the properties being sold by the City to the DHCS for the City's consideration through the designated contact person. Offers shall be on forms approved by City or as directed by DHCS, and Broker will communicate this requirement to other selling agents.

NOTE: The Director, or their assignee, will review offers on the properties as delivered to them by the Broker. The Director may then, alternatively, make a counter-offer or decline the offer and return the property to the portfolio for further marketing.

SCHEDULE 2

City as Buyer:

For all services associated with furnishing the BPO, Broker will be paid fifty dollars (\$50.00) per prospective property address for which a BPO is requested.

All other City as Buyer services will be deemed incidental, and no compensation shall be paid.

City as Seller:

Commission (fee) to be paid in full for all services provided by Broker and third parties upon actual sale of City owned property, is based upon the contract selling price as follows:

Where the selling price is \$0.00 to \$49,999.00, the commission will be 7%.

Where the selling price is \$50,000.00 and over, the commission will be 6%.

All expenses for marketing shall be paid by Broker.

SCHEDULE 4

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___ No___. (If you answered “no” please proceed to signature section at bottom of this page.)

(b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an “affiliated party” includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation. Yes ____, No_____.

If you answered “yes” please state which of the above entities best describes your business:

(c) If you answered “yes” to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	Social Security Number
Name	Address	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: _____

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____