

## SECOND AMENDMENT

This Amendment is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and CBRE, Inc., Tampa, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

### WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on February 5, 2024, pursuant to (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Development Advisory Services - Downtown Clearwater & New Headquarters Facility for County; and

WHEREAS, Section 26 ("Amendment") of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for an increase to the total contract expenditure, at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Contract increase in the amount of \$100,000.00 for as-needed, contingency expenditures upon receipt of approval by County.
2. Section six ("Compensation and Method of Payment"), subsection B ("Spending Cap and Payment Structure"), is revised to reflect an increase in the amount of \$100,000.00 to the total not to exceed sum of \$2,566,000.00, for a new revised total not-to-exceed expenditure of \$2,666,000.00.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this Second Amendment as of the day and year first written above.

Pinellas County, a political subdivision of the State of Florida:



\_\_\_\_\_  
Signature

Barry Burton

\_\_\_\_\_  
Printed Name

County Administrator

\_\_\_\_\_  
Printed Title

June 2, 2024

\_\_\_\_\_  
Date

Contractor:



\_\_\_\_\_  
Signature

Tommie Reilly

\_\_\_\_\_  
Printed Name

Managing Director

\_\_\_\_\_  
Printed Title

5/15/2024

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney