

FIRST AMENDMENT

This Amendment is made and entered into this 15 day of April, 2024, 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 Florida Department of Management Services, Contract No. 12/13-007A; Pinellas County Contract No. 24-00026-PB (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 additional Organization and Process Review services (as contained in Exhibit 1), and an increase to the total contract expenditure, at the same terms, and conditions;

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

1. Exhibit 1, attached hereto, is hereby incorporated into and made part of the Agreement.
2. Exhibit 2, attached hereto, is hereby incorporated into and made part of the Agreement.
3. Section six (6) ("Compensation and Method of Payment"), subsection B, is revised to reflect an increase in the amount of \$997,000.00 to the total not to exceed sum of \$1,569,000.00, for a new revised total not-to-exceed expenditure of \$2,566,000.00.
4. Consulting services for marketing, ITN/RFP development and distribution, bid analysis and documentation, and the monthly retainer of \$27,500.00 will begin on April 1, 2024, and continue for a period of 12 months; through March 31, 2025. The monthly fee will be invoiced on the first of each month in accordance with the terms of the Agreement. The monthly fee will include consulting services for marketing, ITN/RFP development and distribution, bid analysis and documentation.
5. 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 First 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

April 15, 2024

Date

Contractor: CBRE, Inc.



Signature

Tommie Reilly

Printed Name

Managing Director

Printed Title

4/4/2024

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

Scope of Services Proposal

Pinellas County, is seeking a professional consultant to assist with an organizational, business process, technology, and benchmark comparison of all County departments in order to strengthen the way the organization serves the public. The goal of this engagement is to identify opportunities for improved efficiency and effectiveness of operations, staffing, structure, technology, processes, and policies.

Our team has extensive experience working with local government clients, including many in Florida and surrounding states. Our focus is on providing solutions that work within the available resources and culture of the organizations we assist. The most innovative solutions in the world are valueless if they cannot be implemented or will not be accepted by the community. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively. We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed.

One of our strengths is the ability to build on existing capabilities and resources and to help organizations see things from a different perspective. We do this by listening to our clients and really understanding what they have to say. We do not operate with a pre-packaged set of recommendations, and we diligently work to avoid trying to fit our clients into a standard mold.

Every organization develops traditions, practices, and routines. To a certain extent, these provide stability and consistency. It is essential that these are subject to regular review and analysis to ensure that they continue to represent best practices that meet the needs of the community. Our staff has substantial experience in developing performance measurement systems so that communities and departments can track progress over time. We have helped our clients create benchmarks that establish a baseline for performance and objectives for the future.



We are excited about the opportunity to assist the County proactively plan and prepare for the future. We understand the importance of respecting the staff who are in place to serve the public. We assume good intent and will work with the County to collaboratively develop recommendations for improvement. Without this, implementation of recommendations and lasting improvements are not typically successful. We believe this intentional approach, coupled with our extensive expertise in all facets of public operations, makes us uniquely qualified to assist the County on this project within the timeframe requested.

To complete this work, our team will apply a project approach, focusing on these specific objectives using our “Six R” approach. This involves soliciting and collecting information on County **Responsibilities, Resources, Requirements, and Results** in order to identify possible organizational and operational **Revisions** with an associated **Roadmap** to implement positive change. This approach is depicted in the following graphic.



Responsibilities – What drives the need for your services? It might be the organization’s vision or mission, Federal, State, or local ordinance, or community service standards or expectations. We review these drivers to better understand service level constraints and opportunities for change.

Resources – What assets are available to achieve your responsibilities? These may include time, human resources, staffing, management capacity, financial position, contractual services, technology, equipment and facilities. We assess the adequacy of these resources based on the service level expectations.

Requirements – What direction is provided to staff? The method by which staff approach service delivery is often guided by laws, codes, policies and procedures, or informal mechanisms like past practices or on-the-job training. These sources provided staff with direction on how they approach tasks and complete their work. We review these business processes to determine opportunities for improvement.

Results – What are the outcomes of your services? Our approach connects your responsibilities, resources, and requirements with the outcomes expected of your services. We assess measures of efficiency and effectiveness to assist in data-driven decision-making.

Recommendations – Are there opportunities for improvement? Based on our qualitative and quantitative analysis of your programs and services, we develop recommendations for improving organizational performance. These changes can range from high-level considerations (i.e., should we be in this business) to strategic issues (i.e., should we consider alternative service sources) to tactical issues (i.e., how can we improve the productivity, efficiency, and effectiveness of the activity or service).

Roadmap – How do we get there? We develop a plan that will guide the organization through the implementation of the recommendations for improvement. The Roadmap offers the recommended priority order of implementation, suggestions for phasing, and key milestones for success. The Roadmap also serves as a valuable tool for the organization as well as the community to promote accountability and communicate progress toward implementation.

THE FOLLOWING DETAILS RAFTELIS' PROPOSED WORK PLAN.

Throughout the project, we will provide the County with regular project status reports designed to maintain planned project progress and budget, identify and resolve project issues, and review project work products. In addition to formal status reporting, we anticipate numerous informal opportunities for the County to discuss various project and operating issues with our project manager and team leaders. We welcome the opportunity to have this informal dialogue since we believe it will contribute to a more successful project.

Phase 1: Assess/ Define Current State

We will begin this engagement by meeting with County Administration and Departmental leaders to review the details and expectations of this effort, and to finalize the project schedule. We will also discuss the County's interest in this study, the strengths and weaknesses of the current County processes, structure, and operations, and other issues that may be relevant to our work. We will request and review all relevant background information, such as budgets, previous studies, departmental work plans, organizational charts, job descriptions, and other similar data to inform our work.

In a combination of individual confidential interviews and small group interviews, our team will conduct a high-level overview of each Department. We will meet with key managers and employees to learn about Department programs and services, staffing levels, operations, workload drivers, technology, and more. We will ask about their perceptions of Department strengths, weaknesses, opportunities, and challenges now and into the near future, as well as identify as major changes that are known and will impact future operations.

Next, our team will work with County staff in the Departments to document critical business processes in each. This might include hiring/recruiting for Human Resources, permitting in Building and Development Review Services, budget development in the Office of Management and Budget, and much more. Our team will outline process steps, owners, and timelines to complete an understanding of the current state of the County's key processes.

We will next review workload drivers and service level expectations to assess the current state of service provision for these key functions. Where is the County meeting, exceeding, or not meeting customer expectations? This analysis will be based upon document and data review, as well as information from our earlier interactions with Department staff.

Raftelis will compare the County's current state operations in each Department to industry best practices. We will identify best practices and determine where gaps may exist in the County's current state delivery of services. We have developed industry best practices in many areas of local government service. This information was developed from our previous work with professional associations and industry groups, as well as other sources. We will compare and contrast the County's current state with the best practices of other successful county and municipal organizations to identify improvements for potential implementation in the County.

At this point, our team will have conducted interviews, document and data review, process documentation, and best practice comparisons to identify the County's current state operations and its comparison to best practices. The project team will employ our Six R approach, as introduced previously. The approach guides our efforts through



data development, issue identification, operational analysis, and creation of recommendations tailored to improve the departmental operations of the County. Our project team will prepare and present our findings to the County.

DELIVERABLES:

- Detailed PowerPoint including County current state and best practices comparison, including process flows

Phase 2: Define Future State Options and Socialize with Key Stakeholders

Based upon the work in Phase 1, Raftelis' project team will begin to develop recommendations for future state alternatives. This will include options to develop a "best in class" program. These recommendations will include discussion of the pros and cons of each option, potential risks, and means to gain buy-in and ensure successful change management. Our team will prepare a presentation on future state options and, in the first of three review rounds, present and discuss potential recommendations with key internal process stakeholders.



Based upon these discussions and the feedback provided, we will revisit and refine our recommendations and present the revised future state options to each Department's management team. Based upon this discussion and the feedback received, Raftelis will again revisit and refine recommendations.

Finally, we will present future state recommendations and solutions to County Administration for their review and feedback.

DELIVERABLES:

- Detailed PowerPoint including County future state recommendations, including prioritized recommendations based upon feedback received

Phase 3: Define Final Plan and Provide Detailed Implementation Plan/Playbook

Based upon the work in earlier phases, Raftelis will prepare a final plan to move the County from its current to its desired future state, including a breakdown of recommendations by department. The final plan document will include an executive summary, methodology, summary of all prior work and outcomes from Phases 1 and 2 above, and process flows documentation. The final plan will clearly communicate and message the County's desire to become a "best in class" service provider by moving from the current to future state.

In addition, the final plan will include a detailed implementation plan (or "Roadmap" as noted earlier) for each Department. The Roadmap will provide details on implementation of the final plan, including an outline of action items for each recommended action, person accountable, timeline, phasing, resources required, and more.

Once complete, our team will present and review the final plan and Roadmap with the County. Based upon this discussion and feedback received, our team will finalize the deliverable and provide an electronic version to the County.

DELIVERABLES:

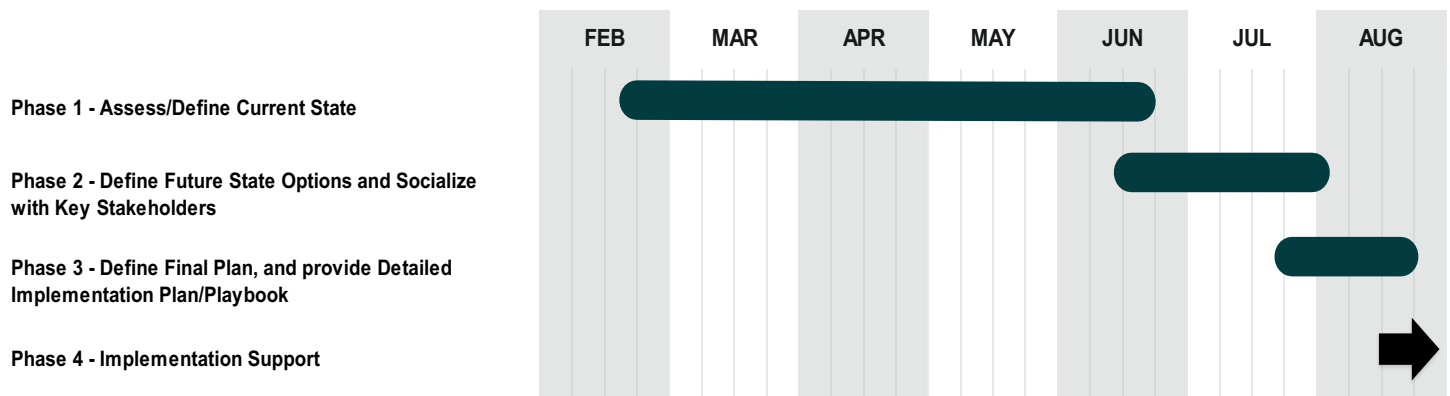
- Final plan document (in electronic format)
- Detailed implementation plan for each Department (in electronic format)

Phase 4: Implementation Support

Should the County seek implementation support, Raftelis would be happy to assist the County in defining specific scopes of work and pricing based upon our standard rates.

Project Timeline

A draft project timeline is provided below. We expect to refine and finalize this with the County during Phase 1.



Based upon this draft timeline, we provide the following timing estimates:

Phase	Timing
I. Assess/Define Current State	4 months
II. Define Future State Options	1.5 months
III. Socialize with Key Stakeholders	1 month (dependent upon scheduling)

Proposed Staff

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE COUNTY'S PROJECT.

Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to explore and relate to local community values while at the same time investigating realistic approaches for cost-effective solutions.

An organizational chart of the our project team is as follows. Because we possess the in-house qualifications and experience, no subconsultants will be used and all team members are Raftelis employees.



Exhibit I - Attachment A - Pricing

Name of Company: RAFTELIS

Phase/Components	Total Hours	Total Cost
I. Assess/Define Current State		
Executive Vice President	54	\$ 21,600
Vice President	148	\$ 53,280
Senior Manager	202	\$ 64,640
Principal / Subject Matter Expert	186	\$ 51,150
Manager	504	\$ 143,640
Senior Consultant	656	\$ 167,280
Consultant	450	\$ 85,500
<i>Expenses</i>		\$ 94,635
Total Current State	2200	\$ 681,725
II. Define Future State Options and Socialize with Key Stakeholders		
Executive Vice President	30	\$ 12,000
Vice President	36	\$ 12,960
Senior Manager	60	\$ 19,200
Principal / Subject Matter Expert	36	\$ 9,900
Manager	132	\$ 37,620
Senior Consultant	96	\$ 24,480
Consultant	68	\$ 12,920
<i>Expenses</i>		\$ 41,820
Total Future State	458	\$ 170,900
III. Define Final Plan and Provide Detailed Implementation Plan/Playbook		
Executive Vice President	16	\$ 6,400
Vice President	24	\$ 8,640
Senior Manager	38	\$ 12,160
Principal / Subject Matter Expert	18	\$ 4,950
Manager	92	\$ 26,220
Senior Consultant	168	\$ 42,840
Consultant	122	\$ 23,180
<i>Expenses</i>		\$ 13,025
Total Final Plan and Playbook	478	\$ 144,375
GRAND TOTAL - Phases I-III	3136	\$ 997,000
IV. Define Implementation Resources Support		
<i>To be scoped and priced upon request</i>		
Total Implementation Support (optional)		
Discounts		
Discounted Total		N/A

The County agrees to pay the Contractor the total not-to-exceed sum of \$997,000.00, for Services completed and accepted , payable monthly at the above hourly rates, upon submittal of an invoice.



LETTER AGREEMENT TO AMEND CONTRACT NO.: DMS-12/13-007A

PINELLAS COUNTY

CBRE, inc., (“CBRE”) was hired by the State of Florida by competitive procurement to provide comprehensive real estate services under contract number DMS-12/13-007A (“Contract”). The Contract contains an “eligible users” clause that allows public entities and jurisdictions such as Pinellas County (“Eligible User”) to hire CBRE to provide a variety of real estate services.

Eligible User entered into Contract No. DMS-12/13-007A (“Eligible User Contract”) with CBRE to provide real estate services in compliance with local procurement rules and the Contract. The Contract expires as of midnight April 8, 2024, but does not require that Eligible User Contract be terminated. However, because Eligible User Contract is subject to certain terms and conditions of the Contract that is expiring, the parties agree to amend the Eligible User Contract to include all the terms and conditions of the Contract until expiration or termination of the Eligible User Contract, and all related task orders, assignments, work orders or other instructions issued thereunder, including any extensions thereto.