

**THIRD AMENDMENT TO AGREEMENT FOR  
PROGRAM MANAGER/OWNER'S REPRESENTATIVE SERVICES**

between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

and

**CBRE HEERY, INC.**

**THIS THIRD AMENDMENT** to the Program Manager/Owner's Representative Services Agreement by and between The School Board of Broward County, Florida ("**SBBC**") and CBRE Heery, Inc. ("**CBRE**") dated August 18, 2015 (the "**Agreement**"), is hereby entered into this 7<sup>th</sup> day of August 2018.

**WHEREAS**, SBBC and CBRE acknowledge and agree that the Agreement is in full force and effect as revised by the First Amendment dated May 2, 2017, the Second Amendment dated April 24, 2018 and this Third Amendment; and

**WHEREAS**, the parties mutually desire to bifurcate the first one (1) year renewal period available under the Agreement and provide greater detail about the one hundred eighty (180) day extension of term available under the Agreement; and

**WHEREAS**, the parties mutually desire to extend the initial term of the Agreement for a period of sixty (60) days to enable SBBC to fully assess the services provided by CBRE prior to SBBC's consideration of a longer period of Agreement renewal.

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **Revised Terms.** Article 2.01 Term of the Agreement is amended by the addition of terms identified by *underlined and italicized text* as follows:

Unless terminated earlier pursuant to Section 3.05 of this Agreement, the *initial* term of this Agreement shall commence on August 19, 2015 and conclude on August 18, 2018. The term of the contract may, at the sole discretion of SBBC along with the agreement of VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. *After the initial term of this Agreement, the term of the Agreement may be extended upon mutual agreement of the parties for the following durations:*

- (a) *First Renewal Period: August 19, 2018 through and including October 18, 2018 (60 days);*
- (b) *Second Renewal Period: October 19, 2018 through and including August 20, 2019 (305 days); and*
- (c) *Third Renewal Period: August 21, 2019 through and including August 20, 2020 (365 days).*

If considering renewal of the Agreement, SBBC's Procurement & Warehousing Services Department will request a letter to renew from CBRE prior to the end of the then current term. The exercise of implementation of any renewal period shall be approved by an Amendment to this Agreement.

In addition, SBBC may elect at its sole discretion to extend the Agreement for an additional one hundred and eighty (180) day period beyond the conclusion of the Third Renewal Period.

2. **Exercise of First Renewal Period.** The parties agree to exercise the First Renewal Period as revised through this Third Amendment and to extend the term of the Agreement from August 19, 2018 through and including October 18, 2018.

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this Third Amendment to Agreement; then
- b) the Second Amendment to Agreement; then
- c) the First Amendment to Agreement; then
- d) the Agreement.

5. **Authority:** Each person signing this Third Amendment on behalf of either party warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Third Amendment.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Agreement on the day and year first above written.

**FOR SBBC**

(Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

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**FOR CBRE**

(Corporate Seal)

**CBRE HEERY, INC.**

ATTEST:

By *MC*  
Rob Chomiak, Senior Managing  
Director, South Region

\_\_\_\_\_  
, Secretary

-or-

*Carolyn Newwood*  
Witness

*Mark Adam*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged by for me this 30<sup>th</sup> day of July, 2018, by ROB CHOMIAK of CBRE HEERY, INC. on behalf of the corporation or agency, who is personally known to me and did/did not first take an oath.

My commission expires:

April 26, 2022

*Deborah A. Coats*  
Signature – Notary Public

Deborah A. Coats  
Printed Name of Notary

(SEAL)



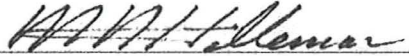
**CONSENT RESOLUTION OF THE BOARD OF DIRECTORS  
OF CBRE HEERY, INC.  
IN LIEU OF MEETING**

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Pursuant to O.C.G.A. § 14-2-821, the Board of Directors of CBRE Heery, Inc. f/k/a Heery International, Inc., (the "Corporation") adopts the following resolution by unanimous consent in lieu of a meeting, and hereby directs that the written consent be filed in the minute book of the Corporation.

**Resolved**, that Robert Chomiak is vested with authority to execute on behalf of and legally bind the Corporation with regard to Amendment No. 3 of the contract dated August 18, 2015 between the Corporation and The School Board of Broward County, Florida.

Effective as of July 27, 2018.



Michael A. Holleman  
Michael A. Holleman, Sole Director