

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

between

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

and

**CBRE HEERY, INC.**

**THIS FOURTH 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 16<sup>th</sup> day of October 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, the Third Amendment dated August 7, 2018 and this Fourth Amendment; and

**WHEREAS**, pursuant to the terms of the Third Amendment, the Parties mutually agreed to extend the initial term of the Agreement (the "First Renewal Period") for a period of sixty (60) days to permit an assessment of the organizational structure of CBRE, to address the progress of the SMART program, and to develop measurable criteria to evaluate the performance of CBRE via performance metrics; and

**WHEREAS**, after completion of the aforementioned evaluation, the parties mutually desire to extend the term of the Agreement for an additional three hundred five (305) days (the "Second Renewal Period").

**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. The recitals contained herein are true and correct and are incorporated herein by reference.
2. **Exercise of Second Renewal Period.** The parties agree to exercise the Second Renewal Period as revised through this Fourth Amendment and to extend the term of the Agreement from October 19, 2018 through and including August 20, 2019 (305 days).
3. **Scope of Services and Fees.** CBRE's scope of services and fees defined in the Agreement are hereby increased to include those additional services described in the Executive Summary of this Board Item, and fees identified within the "*CBRE | Heery - Owner's Representative Services- Staffing Plan*" (the "Staffing Plan"), attached hereto and incorporated herein as **Exhibit "4."**
4. CBRE's fees shall be increased as set forth in the Staffing Plan by a not-to-exceed amount of **Seventeen Million Four Hundred and Ninety Thousand Dollars (\$17,490,000)** for

years one to four of the Agreement, for a total not-to-exceed amount of **Forty-Four Million Nine Hundred Eighty-Eight Thousand Dollars (\$44,988,000)**.

5. Upon agreement between CBRE and the Chief Facilities Officer or his designee, and without further action by the SBBC, the fees set forth in the Staffing Plan may be adjusted by reallocating amounts amongst and between Staffing Groups and Contract Years as deemed appropriate.

6. **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.

7. **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 Fourth Amendment to Agreement; then
- b) the Third Amendment to Agreement; then
- c) the Second Amendment to Agreement; then
- d) the First Amendment to Agreement; then
- e) the Agreement.

5. **Authority:** Each person signing this Fourth Amendment on behalf of either party warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

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

\*\*\* THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK \*\*\*

**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

\*\*\* THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK \*\*\*

**FOR CBRE**

(Corporate Seal)

**CBRE HEERY, INC.**

ATTEST:

W. Rucell  
\_\_\_\_\_  
, Secretary

By Glenn Jardine  
\_\_\_\_\_  
Glenn Jardine, Executive Senior Managing  
Director

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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 8 day of October, 2018, by GLENN JARDINE 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:

Ashley Zahedi  
\_\_\_\_\_  
Signature – Notary Public

Ashley Zahedi  
\_\_\_\_\_  
Printed Name of Notary

(SEAL)

