

AMENDMENT

to the Professional Services Agreement
between the City of Bloomington and Griffin Realty
dated October 24, 2023

This Amendment is hereby entered into by and between the City of Bloomington (“City”) and Griffin Realty (“Contractor”).

WHEREAS, City and Contractor entered into a Professional Services Agreement on the 24th day of October, 2023, (“Original Agreement”) through which Contractor would provide professional property consulting services (“Services”) to the City related to the sale of the current Bloomington Police Department building located at 220 E. Third Street, Bloomington, Indiana 47401, Parcel Number 53-05-33-300-021.00-005, whose Legal Description is 013-68250-02 DON OWENS PT. LOT 2 (“Police Building”); and

WHEREAS, Contractor has performed the Services specified in the Original Agreement; and

WHEREAS, the Original Agreement provides that the City will pay “[f]or and upon performance of the Services,” four percent (4%) of the gross proceeds from the sale of the Police Building, plus reimbursement for certain out-of-pocket expenses; and

WHEREAS, in connection with the transition to a new mayoral administration, sale of the Police Building has been paused and the timing of any future sale is unclear; and

WHEREAS, the City wishes to ensure that Contractor is compensated appropriately for the valuable work performed for the City.

NOW THEREFORE, City and Contractor agree to amend the Original Agreement as follows:

1. Section 3, Compensation, shall be amended to replace the existing language with the following:


Compensation. For and upon performance of the Services, City will pay the Contractor an hourly rate of \$150.00. In addition, Contractor shall receive (1) reimbursement for pre-approved actual out-of-pocket expenses incurred by Contractor not including routine, day-to-day office expenses incurred in the normal course; (2) if the City sells the Police Building to one of the three bidders that submitted a bid to Contractor in 2023 for the City’s consideration, then whether or not the City authorizes Contractor to sell the property directly under Section 2, Contractor shall receive an additional payment equal to 4% (four percent) of the gross proceeds from the sale of the Police Building minus the total hourly payments already made to Contractor; and (3) if the City authorizes Contractor to sell the

property directly under Section 2 and the City sells the Police Building to a purchaser other than one of the three bidders that submitted a bid to Contractor in 2023 for the City's consideration, Contractor shall receive 4% (four percent) of the gross proceeds from the sale, without any deduction for Services already performed and paid. Contractor shall invoice for Services already completed under this Agreement within thirty (30) days of executing this Amendment, detailing the Services provided, and such invoice shall be paid by the City within forty-five (45) days of the date of such invoice. Unpaid invoices shall accrue interest at the rate of 1.5% monthly until paid in full.

2. All other provisions of the Original Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date late signed below.

CONTRACTOR

DocuSigned by:

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By: Donald Griffin Jr., Broker/Owner

CITY OF BLOOMINGTON, INDIANA

DocuSigned by:

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By: John Hamilton, Mayor