

# **ATTACHMENT 1**

## **Second Amendment to Agreement for Services of Independent Contractor**

## SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment to Agreement for Services of Independent Contractor (“Amendment”) is entered into by and between the County of Santa Barbara, a political subdivision of the State of California (“County”), and Turner & Townsend Heery, LLC, a Georgia limited liability company (“Contractor” or “Turner & Townsend”), as successor-in-interest by conversion to CBRE Heery, Inc. (“CBRE”) to memorialize the change of control, conversion, and name change of CBRE.

### RECITALS

**WHEREAS**, on February 1, 2022, the County and CBRE entered into that certain Agreement for Services of Independent Contractor (BC21282) for Project Management Services, a true and correct copy of which is attached hereto as Attachment A and incorporated herein by reference (“Original Agreement”);

**WHEREAS**, on October 18, 2022, the County and CBRE entered into that certain Amendment No. 1, attached hereto as Attachment B and incorporated herein by reference, pursuant to which the parties thereto agreed to (i) extend the term of the Agreement to an amended termination date of June 30, 2024, (ii) increase the maximum contract amount to \$1,225,000, and (iii) provide for additional project management services (“First Amendment”) (the Original Agreement as amended by the First Amendment, the “Agreement”);

**WHEREAS**, the Agreement expressly provides that the prior written consent of the County is required for any assignment or transfer of the Agreement, or any of CBRE’s rights or obligations thereunder, to be effective;

**WHEREAS**, on or about December 2022, CBRE converted into a Georgia limited liability company, CBRE Heery, LLC;

**WHEREAS**, as of January 1, 2023, Contractor’s parent corporation, Turner & Townsend, Inc., purchased all of the ownership interests of CBRE Heery, LLC, and thereafter caused the name change of CBRE Heery, LLC to Turner & Townsend Heery, LLC (the foregoing transactions, collectively, the “Acquisition”);

**WHEREAS**, Turner & Townsend notified the County of the Acquisition via the letter attached hereto as Attachment C and incorporated herein by reference, requested amendment of the Agreement to reflect the Acquisition, and affirmed that Turner & Townsend will continue to utilize the qualified staff, identified in CBRE’s Proposal dated September 30, 2021, in continuing to provide the Services under and in accordance with the Agreement; and

**WHEREAS**, Turner & Townsend represents and warrants that it is specially trained, skilled, experienced, and competent to perform the special services required by the County in accordance with all of the provisions, terms, covenants, and conditions set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, including the foregoing recitals which are deemed true and correct and by this reference incorporated herein, the parties hereto hereby agree as follows:

#### **1. ACKNOWLEDGEMENT OF ASSUMPTION:**

Turner & Townsend Heery, LLC hereby expressly affirms its assumption of all rights, burdens and obligations of and as “Contractor” under the Agreement, and agrees to perform all Services thereunder in

accordance with the provisions thereof ("Effective Date").

**2. REPRESENTATIONS :**

Turner & Townsend hereby represents and warrants that it has full power and authority to enter into this Amendment.

**3. DEFINITION OF "CONTRACTOR":**

The Agreement is hereby amended by changing all references to "Contractor" and to "CBRE Heery, Inc." therein to instead refer to Turner & Townsend Heery, LLC.

**4. NOTICES:**

Section 2 of the Agreement is hereby amended by replacing Section 2 in its entirety to read as follows:

"Any notice or consent required or permitted to be given under this Assignment Agreement shall be given to the respective parties in writing, with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:  
Kirk Lagerquist, Director  
Santa Barbara County General Services Department  
260 N. San Antonio Road  
Santa Barbara, CA 93110  
805-568-2625

To CONTRACTOR:  
Turner & Townsend, LLC  
6060 Center Drive, 10<sup>th</sup> Floor  
Los Angeles, CA 90045  
619-508-2744

Or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law."

**5. SECTION HEADINGS**

The headings of the several sections in the Amendment shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**6. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**7. EXECUTION IN COUNTERPARTS**

This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**8. AUTHORITY**

All signatories and parties to this Amendment warrant and represent that they have the power and authority to enter into this Amendment in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Amendment have been fully complied with. Furthermore, by entering into this Amendment, each of the parties hereto hereby warrants that such party has not breached or violated the terms or conditions of any other contract or agreement to which such party is obligated, which breach could have a material effect with respect to this Amendment, the Agreement, or such party's obligations hereunder and thereunder.

**9. EXECUTION IN COUNTERPARTS**

Except as otherwise amended by the foregoing provisions of this Amendment, all of the provisions of the Agreement shall remain in full force and effect.

## COUNTY SIGNATURE PAGE

Amendment **by and** between the **County of Santa Barbara** and **Turner & Townsend Heery, LLC**,

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to be effective as of the first date fully executed by all of the parties hereto.

**ATTEST:**

MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
DAS WILLIAMS, CHAIR  
Board of Supervisors

Date: \_\_\_\_\_

## ADDITIONAL COUNTY SIGNATURE PAGE

Amendment **by and between the County of Santa Barbara and Turner & Townsend Heery, LLC,**

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

DocuSigned by:  
*Lauren Wideman*  
By: 8E464D822C84458  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

DocuSigned by:  
*Robert Geis*  
By: D25019E2AF094BE...  
Deputy

**APPROVED AS TO FORM:**

GREGORY MILLIGAN  
RISK MANAGER

DocuSigned by:  
*Greg Milligan*  
By: DC240AC1E642A7D  
Risk Manager

**RECOMMENDED FOR APPROVAL:**

KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

DocuSigned by:  
*Kirk Lagerquist*  
By: 40AEDA90664E4GE...  
Department Head

## CONTRACTOR SIGNATURE PAGE

Amendment **by and** between the **County of Santa Barbara** and **Turner & Townsend Heery, LLC**,

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to be effective as of the first date fully executed by all of the parties hereto.

Turner & Townsend Heery, LLC  
6060 Center Drive, 10<sup>th</sup> Floor  
Los Angeles, CA 90045

DocuSigned by:  
By: Alberto Vela  
993F7B1A57D2461...

Name: Alberto Vela  
Title: Vice President

**END OF AGREEMENT**