

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, 10th 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: 12-5-23

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: D26010E2AF0048E
Deputy

APPROVED AS TO FORM:

GREGORY MILLIGAN
RISK MANAGER

DocuSigned by:
Greg Milligan
By: DC240AC1E64247D
Risk Manager

RECOMMENDED FOR APPROVAL:

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
Kirk Lagerquist
By: 10AEDA90064E4CE
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, 10th Floor
Los Angeles, CA 90045

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

Name: Alberto Vela
Title: Vice President

END OF AGREEMENT

Board Contract Summary

BC 21 _282

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	23/24
D2.	Department Name	General Services
D3.	Contact Person	Diana Estorga
D4.	Telephone	805-698-1096

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Contract Project Management
K3.	Department Project Number	063
K4.	Original Contract Amount	\$ 225,00
K5.	Contract Begin Date	February 1, 2023
K6.	Original Contract End Date	July 30, 2023
K7.	Amendment? (Yes or No)	Yes
K8.	- New Contract End Date	July 30, 2024
K9.	- Total Number of Amendments	2
K10.	- This Amendment Amount	\$ 0
K11.	- Total Previous Amendment Amounts	\$ 1,000,000
K12.	- Revised Total Contract Amount	\$ 1,225,000

B1.	Intended Board Agenda Date	December 5, 2023
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	No

F1.	Fund Number	0030
F2.	Department Number	063
F3.	Line Item Account Number	
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Monthly

V1.	Auditor-Controller Vendor Number	157331
V2.	Payee/Contractor Name	Turner & Townsend, LLC
V3.	Mailing Address	6060 Center Drive, 10th Floor
V4.	City State (two-letter) Zip (include +4 if known)	Los Angeles, CA 90045
V5.	Telephone Number	
V6.	Vendor Contact Person	Alberto Vela
V7.	Workers Comp Insurance Expiration Date	
V8.	Liability Insurance Expiration Date	
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 10/23/2023 Authorized Signature: Diana Estorga Digitally signed by Diana Estorga Date: 2023.10.24 00:48:49 -07'00'

County of Santa Barbara Auditor-Controller Document Review Intake Form	
Department: <i>General Services - 063</i>	A/C Intake Staff:
Contact Name & Ext: <i>Diana Estorga -806-698-1096</i>	Date/Time Received by A/C:
Type of Document: <i>Contract - Amendment</i>	Docket Date (deadline): <i>October 26, 2023</i>
Document Name: <i>Board Contract Second Amendment to Agreement for Services of Independent Contractor</i>	
Noteworthy Accounting Event: <i>- none -</i>	Budget Revision Included <input type="checkbox"/>
Brief Summary: <i>(Please include financial terms of contract)</i> <i>Amendment to change control and conversion of CBRE Heery, Inc to Turner and Townsend Heery, LLC. There is no change in dollar amount to the Agreement as a result of this amendment.</i>	

Item	Description	Dept Review	A/C Review
A.	Allow 3 business days for review – plan ahead <ul style="list-style-type: none"> If the document packet is not complete upon receipt, the review time will be longer 		
B.	Department Financial/Accounting Review is required <ul style="list-style-type: none"> The Departmental CFO/Business Manager must initial that a financial/accounting review has been completed as outlined in the <i>Departmental Procedures for Complete Board Contracts</i>. <u>Note:</u> All financial/accounting related questions will be directed to the CFO		INITIAL HERE
C.	Include all documents/attachments <ul style="list-style-type: none"> Board letter and all attachments referenced in the board letter Other documents requiring review/signature should include all referenced attachments 		DS RG
D.	Board expenditure contracts must include <ul style="list-style-type: none"> A completed <i>Board Contract Summary Form</i> Board Letter Board Contract Statement of Work (Exhibit A) Payment Arrangements (Exhibit B) Indemnification and Insurance (Exhibit C) HIPAA Business Associate Agreement (Exhibit D) 		DS RG
E.	The signature page must include (prior to A/C review): <ul style="list-style-type: none"> Department Head signature County Counsel signature Risk Management signature Contractor signature 		DS RG
F.	After Board Approval- Email Pam Avila (pavila@co.santa-barbara.ca.us) in FACS the following: <ul style="list-style-type: none"> Board Letter Fully executed contract/amendment Minute Order 		