

# **ATTACHMENT 1**

**February 1, 2022**

**Turner & Townsend Heery, LLC**

**(CBRE Heery, LLC)**

**Agreement For Services of Independent Contractor**

**Amendment No. 1**

**Amendment No. 2**

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and CBRE Heery, Inc., with an address at 26575 Agoura Road, Suite 210, Calabasas, CA 91302 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### 1. DESIGNATED REPRESENTATIVE

Patrick Zuroske, Assistant Director, General Services Department at phone number 805-569-3096 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jonathan Levy at phone number 818-585-4829 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### 2. NOTICES

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

To COUNTY:

Patrick Zuroske, Assistant Director, [pzuroske@countyofsb.org](mailto:pzuroske@countyofsb.org)  
County of Santa Barbara, General Services Support Services  
1105 Santa Barbara Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

To CONTRACTOR:

Alberto Vela, Senior Vice President, Managing Director, [alberto.vela@cbre.com](mailto:alberto.vela@cbre.com)  
CBRE Heery, Inc.  
400 South Hope,  
Los Angeles, CA 90071

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.

### 3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM**

CONTRACTOR shall commence performance on January 31, 2022 and end performance upon completion, but no later than July 30, 2023 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus

interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such

items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

**14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. 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, 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement 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.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY

COUNTY

By: Joan Hartmann  
JOAN HARTMANN, CHAIR  
BOARD OF SUPERVISORS

Dated: 2-1-22

**ATTEST:**

MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: Shirley de la Guerra  
Deputy

**CONTRACTOR:**

CBRE Heery, Inc.  
400 South Hope  
Los Angeles, CA 90071

DocuSigned by:  
By: Alberto Vela  
Authorized Representative

Name: Alberto Vela  
Title: Senior Vice President, Managing Director  
Address: 400 South Hope  
City/State/Zip: Los Angeles, CA 90071

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

DocuSigned by:  
By: Johannah L. Hartley  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

DocuSigned by:  
By: C. Edie  
Deputy

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
RISK MANAGER

DocuSigned by:  
By: Ray Aromatorio  
Risk Manager

**RECOMMENDED FOR APPROVAL:**

JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

DocuSigned by:  
By: Janette D. Pell  
Department Head

**END OF AGREEMENT**

## EXHIBIT A

### STATEMENT OF WORK

The following shall constitute the Statement of Work for this contract:

- I. In conjunction with, and under the direction of the County Capital Projects Division Manager or senior County Project Manager, Contractor shall provide services as outlined in Section 4 "Scope of Work" as set forth in the August 18, 2021 Request for Qualifications (RFQ #: 21000-RFQ). In addition, the following Project Management Services are to be provided:
  - A. Serve as the central point of contact for assigned Santa Barbara County Capital Projects encompassing a range of endeavors including planning and feasibility studies, maintenance repairs, tenant improvements, and new construction as set forth in the August 18, 2021 Request for Qualifications (RFQ #: 21000-RFQ);
  - B. Organize, integrate, and evaluate the performance of consultants and contractors and manage consultant and contractor work relating to assigned projects;
  - C. Oversee the preparation of and reviews of project concepts, preliminary designs, working drawings, specifications, mechanical and electrical plans, schedules, cost estimates, landscape and hardscape designs;
  - D. Verify compliance with CEQA, building codes, ADA/Title 24 guidelines and other Federal, State and local laws, regulations, and codes and determine adherence to County standards and the Owners Project Manual (OPM), as well as sustainability/ZNE goals, and other County policies and requirements;
  - E. Coordinate communications to project stakeholders;
  - F. Prepare and administer Requests for Proposals, Requests for Qualifications, professional services agreements, and other similar documents and processes and lead the consultant selection processes, negotiate agreements and consultant fees for County review and approval, and communicate selection processes and obtain required approvals.
  - G. Manage, monitor and review work of consultants, review and approve invoices, and ensure contract requirements are satisfied.
  - H. Lead project teams and committees, identify resources and delegate responsibilities.
  - I. Facilitate project scope, goals and deliverables and establish project charters.
  - J. Manage day-to-day operational aspects of projects and scope by reviewing deliverables and ensuring completion of projects on schedule and within budget.

- K. Prepare reports and memoranda, and develop Board Letters and if necessary, make presentations for the Board of Supervisors and other County and public audiences.
  - L. Oversee all aspects of construction including completing required plan checks, preparing bid packages, conducting contractor prequalification, soliciting and receiving Capital Project bids in accordance with County policies and California Public Contracts Code.
  - M. Recommend contract award, manage the construction phase of projects, including but not limited to, labor compliance and other associated processes, ensure compliance with County commissioning policies, review and approve contractor payment requests and change orders and oversee contract closeout.
- II. County will assign projects to Contractor from the County's approved 5 Year Capital Improvement Plan (CIP) as may be amended. Selections will be determined based on project urgency and available funding.
- III. **Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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**EXHIBIT B**

**PAYMENT ARRANGEMENTS  
PERIODIC COMPENSATION  
HOURLY RATE SCHEDULE**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$225,000.00. The maximum hourly rate for Project Management Services shall not exceed \$175 per hour for all levels of Project Manager Classifications. All other CONTRACTOR services requested by the COUNTY will be per the published Hourly Rate Schedule as shown in **Exhibit B-1**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the services performed over the period specified, clearly identifying the work performed and the project number of each project assigned to the Project Manager. Consultant must include detailed back up information for payment including a breakdown of the staff hours for particular tasks performed on each assigned project. These invoices must reference the assigned Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR Services Hourly Rate Schedule. CONTRACTOR's Hourly Rate Schedule is set forth in Exhibit B-1. Modifications to CONTRACTOR's Hourly Rate Schedule shall not be allowed for the duration of this Agreement.

**EXHIBIT B-1  
CONTRACTOR SERVICES HOURLY RATE SCHEDULE**

The maximum hourly rate for Project Management Services shall not exceed \$175 per hour for all levels of Project Manager Classifications (Project Manager, Project Manager II and Senior Project Manager). Services other than Project Management Services requested by the COUNTY shall be provided at rates per the below Hourly Rate Schedule:

**CONTRACTOR SERVICES HOURLY RATE SCHEDULE**

# CBRE

**Sealed Fee Proposal for Santa Barbara County**

RFQ #: 21000-RFQ PM Services in Support of Countywide Capital Improvement Program

Title	Hourly Rate
Project Executive	\$ 235
Project Director	\$ 210
Sr. Project Manager	\$ 195
Project Manager II	\$ 185
Project Manager	\$ 175
Sr. Project Engineer	\$ 165
Project Engineer	\$ 150
Document Control Manager	\$ 185
Engineering/Architecture Department Manager	\$ 195
Sr. Architect	\$ 185
Registered Architect/Licensed Engineer	\$ 175
Commissioning Engineer	\$ 165
BIM Manager	\$ 155
BIM Engineer	\$ 145
CAD Technician	\$ 125
Engineering/Architecture Department Admin Support	\$ 95
Estimating Department Manager	\$ 195
Estimator	\$ 155 to 185
Scheduling Department Manager	\$ 195
Scheduler	\$ 155 to 185

## EXHIBIT C

### Indemnification and Insurance Requirements (For Design Professional Contracts that also Include Non-Design Services)

#### INDEMNIFICATION

##### A. Indemnification pertaining to other than Design Professional Services:

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

##### B. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR's proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay County's cost of defense to the fullest extent permitted by law.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed

operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
*(Not required if contractor provides written declaration [on County form] it has no employees)*
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – For each insurance policy required above CBRE shall state that coverage shall not be canceled, except with a 30-day notice of cancellation to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. Certificate of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to review complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, to be made available for review at a mutually acceptable location or the COUNTY's office with the CONTRACTOR's insurance broker.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.



**11. Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**END EXHIBIT C**

**AMENDMENT No. 1 to the AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
with CBRE Heery, Inc.  
(BC21282)**

**This is Amendment No. 1 to Agreement For Services of Independent Contractor (“Amendment”) is made by and between THE COUNTY OF SANTA BARBARA (hereinafter “County”) and CBRE Heery, Inc. (hereinafter “CONTRACTOR”).**

**WHEREAS, on February 1, 2022, the parties hereto entered into an Agreement for Services of Independent Contractor (BC21282) (the “Agreement”); and**

**WHEREAS, the parties hereto desire to amend the Agreement, in accordance with the provisions of the Agreement, to extend the term of the Agreement, and to provide for additional services and compensation for said services; and**

**WHEREAS, the parties hereto have agreed to enter into this Amendment to memorialize amendment of the Agreement to (i) extend the term of the Agreement to an amended termination date of June 30, 2024, (ii) increase the maximum contract amount, and (iii) provide for additional services.**

**NOW, THEREFORE, County and CONTRACTOR agree as follows:**

1. Section 4 of the Agreement is hereby amended by replacing Section 4 in its entirety to read as follows:

“The term of this Agreement shall commence on February 1, 2022, and shall terminate on July 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement.”

2. Exhibit B to the Agreement is hereby amended by (i) deleting Paragraph E of Exhibit B, and (ii) replacing Paragraph A of Exhibit B to read in its entirety as follows:

“For CONTRACTOR services to be rendered under this Agreement (“Services”), CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,225,000. Hourly rates for Services performed at COUNTY’s request pursuant to this Agreement are set forth in **Exhibit B-1**, attached hereto and incorporated herein by this reference; **provided, however**, that the maximum hourly rate for Project Management Services shall not exceed \$175 per hour for all levels of Project Manager Classifications (i.e., Project Manager, Project Manager II, and Senior Project Manager).”

3. Except as otherwise amended by the foregoing Sections 1 and 2 of this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
4. Each of the signatories to this Amendment warrants that such signatory has the authority to bind the party on behalf of which such signatory is executing this Amendment. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

**COUNTY SIGNATURE PAGE**

Amendment No. 1 to the Agreement for Services of Independent Contractor (BC21282) by and between the County of Santa Barbara and CBRE Heery, Inc.,

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

**ATTEST:**

MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: Shela LaBuena  
Deputy Clerk

**COUNTY OF SANTA BARBARA**

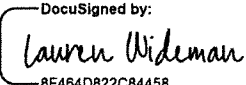
By: Joan Hartmann  
JOAN HARTMANN, CHAIR  
Board of Supervisors

Date: 10-18-22

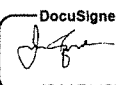
### ADDITIONAL COUNTY SIGNATURE PAGE

Amendment No. 1 to the Agreement for Services of Independent Contractor (BC21282) by and between the County of Santa Barbara and CBRE Heery, Inc.

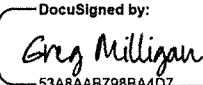
**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

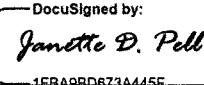
**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

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

**APPROVED AS TO FORM:**  
RISK MANAGER

By:  \_\_\_\_\_  
Risk Manager

**RECOMMENDED FOR APPROVAL:**  
JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By:  \_\_\_\_\_  
Department Head

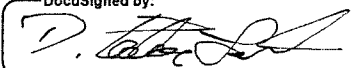
## CONTRACTOR SIGNATURE PAGE

Amendment No. 1 to the Agreement for Services of Independent Contractor (BC21282) by and between the County of Santa Barbara and CBRE Heery, Inc.

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

**CONTRACTOR:**

CBRE Heery, Inc.  
26575 Agoura Road, Suite 210  
Calabasas, CA 91302

DocuSigned by:  
  
By: \_\_\_\_\_  
MF3D86E8E064C9

Name: Dennis Lawler

Title: Senior Managing Director

END OF AGREEMENT

## 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: 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, 10<sup>th</sup> 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"> <li>If the document packet is not complete upon receipt, the review time will be longer</li> </ul>		
B.	Department Financial/Accounting Review is required <ul style="list-style-type: none"> <li>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>.</li> </ul> Note: All financial/accounting related questions will be directed to the CFO		<div style="border: 1px solid black; padding: 2px; display: inline-block;">INITIAL HERE</div>
C.	Include all documents/attachments <ul style="list-style-type: none"> <li>Board letter and all attachments referenced in the board letter</li> <li>Other documents requiring review/signature should include all referenced attachments</li> </ul>		<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <sup>DS</sup>                      RG                 </div>
D.	Board expenditure contracts must include <ul style="list-style-type: none"> <li>A completed <i>Board Contract Summary Form</i></li> <li>Board Letter</li> <li>Board Contract</li> <li>Statement of Work (Exhibit A)</li> <li>Payment Arrangements (Exhibit B)</li> <li>Indemnification and Insurance (Exhibit C)</li> <li>HIPAA Business Associate Agreement (Exhibit D)</li> </ul>		<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <sup>DS</sup>                      RG                 </div>
E.	The signature page must include (prior to A/C review): <ul style="list-style-type: none"> <li>Department Head signature</li> <li>County Counsel signature</li> <li>Risk Management signature</li> <li>Contractor signature</li> </ul>		<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <sup>DS</sup>                      RG                 </div>
F.	After Board Approval- Email Pam Avila ( <a href="mailto:pavila@co.santa-barbara.ca.us">pavila@co.santa-barbara.ca.us</a> ) in FACS the following: <ul style="list-style-type: none"> <li>Board Letter</li> <li>Fully executed contract/amendment</li> <li>Minute Order</li> </ul>		