

**AMENDMENT NO. 5 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (CONTRACT NO. BC 19-212)**

THIS AMENDMENT NO. 5 hereby amends the Agreement for Services of Independent Contractor (hereafter Agreement) dated May 7, 2019 between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and KPMG LLP (hereafter CONTRACTOR), as previously amended.

**The Agreement is amended as follows:**

1. Exhibits A.7 and B.7 are hereby added.
2. The revised total contract amount for services to be rendered under Exhibits A-A.7 and B-B.7, including cost reimbursements, is not to exceed \$2,327,840.

All other terms remain in full force and effect.

**Counterparts.** This Amendment No. 5 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on following page)

Amendment No. 5 to Agreement for Services of Independent Contractor between the County of Santa Barbara and KPMG LLP.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Shirley McGovern  
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Bob Miller  
Chair, Board of Supervisors

Date: 5-18-21

RECOMMENDED FOR APPROVAL:

County Executive Office

DocuSigned by:  
Mona Miyasato  
41846F5C725B460...  
By: \_\_\_\_\_  
Department Head

CONTRACTOR:

KPMG LLP

DocuSigned by:  
William F Zizic  
368974D9173544E...  
By: \_\_\_\_\_  
Authorized Representative

Name: William Zizic

Title: Managing Director

APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel

DocuSigned by:  
Anne Kierson  
67B28540186B426...  
By: \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
C. Schaffer  
A09ED6BD71D04FB...  
By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:  
Ray Aramatorio  
D3DB8626E46F47F...  
By: \_\_\_\_\_  
Risk Management

## **EXHIBIT A.7 STATEMENT OF WORK**

### **Purpose/Background**

CONTRACTOR shall expand the depth of the review of its Sheriff and Fire Departments to perform a staffing analysis of 911 call takers, who receive police, fire, and medical emergency calls, as well as the Sheriff's dispatch unit. This analysis is required to support the County's initiative to separate existing consolidated dispatch functions.

### **Project Outcomes and Objectives**

This project will include the following activities:

- Review of current activities and workflows within each department as related to the 911 call takers and Sheriff's Office dispatchers, and analysis of resource productivity and past staffing patterns
- Collection and analysis of call volumes, handling times, service levels, and workloads by call priority/type, individual resource, and time of day/week/month/year (for the last 5 fiscal years)
- Development of recommend staffing models with productivity and service level assumptions with projected regular and overtime costs, including supervisory roles
- Summary of any opportunities for efficiency identified in the above activities to enhance the level of service or reduce the cost of operation in the current model of operation

This project will result in the following deliverables:

- Recommended staffing model for 911 call takers and Sheriff's Office dispatchers
- Summary of opportunities for efficiency or improvement of current model of operations

The expected level of effort for the project is approximately 4 weeks, which may occur over a longer period of time, and is based on the assumption that departments manage agenda development through a single entity/division. Should the departments identified manage agenda development across multiple entities/divisions the level of effort to conduct interviews and workshop will increase.

### **Project Assumptions**

As part of the project it is assumed that COUNTY personnel will be available to provide assistance with administrative tasks, to include coordination of meetings, interviews and data requests, provision of access to county systems and information. The outcomes and objectives outlined above are dependent on the availability and timely provision of quality data.

Should COUNTY wish to engage KPMG to support the implementation, KPMG can work with the COUNTY to build capacity, facilitate knowledge transfer and, ultimately, deliver successful solutions where appropriate. While every implementation varies based on scope, availability of resources and timeline, KPMG has developed standard methodologies that can be applied and tailored for each department's needs which includes advanced data and analytics, target operating model strategies, performance improvement/management approaches, pilot testing and implementation and project management/benefit realization support.

KPMG's role is limited to providing the services articulated in this SOW. In so doing, KPMG will have no contacts with legislative branch officials or legislative branch employees at any level of government that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our independence or objectivity. In no event will KPMG undertake meetings with government officials on behalf of the COUNTY or otherwise appear in a public or private context that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our independence or objectivity. In providing our services in general, KPMG professionals will take no view and cannot undertake any role that could be fairly interpreted as public policy advocacy and the firm's work is not intended to be used as such or in that context.

**EXHIBIT B.7**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under **EXHIBIT A.7** of this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$43,520.
- 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.7** as determined by COUNTY.
- C. Upon completion of the work and delivery of the report and recommendations, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and item(s) delivered 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.

The payment shall not be made until all services for the particular review have been completed and item(s) as specified in **EXHIBIT A.7** and **EXHIBIT B.7** have been delivered and found to be satisfactory.

- 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.