

Attachment C

AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (CONTRACT NO. BC19-212)

THIS AMENDMENT NO. 1 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).

The Agreement is amended as follows:

1. Exhibit B, Section A is amended to read as follows: "For CONTRACTOR services to be rendered under **Exhibit A** of this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$1,200,000.
2. Exhibits A.1 and B.1 are hereby added.
3. The revised total contract amount for services to be rendered under Exhibits A and A.1, including cost reimbursements, is not to exceed \$1,235,000.

All other terms remain in full force and effect.

Counterparts. This Amendment No. 1 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. 1 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. 1 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board


By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors
Date: 10-1-19

RECOMMENDED FOR APPROVAL:

County Executive Office

By: 
Department Head

CONTRACTOR:

KPMG LLP

By: _____
Authorized Representative
Name: William Zizic
Title: Managing Director

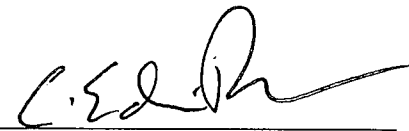
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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By: _____
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Date: _____

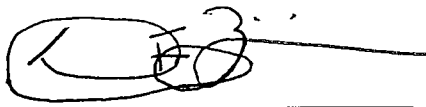
RECOMMENDED FOR APPROVAL:

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By: _____
Department Head

CONTRACTOR:

KPMG LLP

By: 
Authorized Representative

Name: William Zizic

Title: Managing Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A.1 STATEMENT OF WORK

Purpose/Background

While this review would have been included in the broader departmental review of Planning and Development, COUNTY understands that the CONTRACTOR shall expand the depth of the review to perform an assessment of the cannabis permitting process to document and provide recommendations for ways to improve the processes' efficiency, reduce permitting time, and help prepare the COUNTY for permit renewals.

The purpose of the review is to document and assess the COUNTY cannabis permitting process, identify strengths, opportunities and weaknesses, compare with similar jurisdictions, as well as identify baseline and enhanced levels of service and recommend evidence based best practices for implementation.

Additional Project Outcomes and Objectives include:

- a. Process Mapping; including
 - Map core processes around cannabis permitting
 - Map sub-processes based on case type and complexity
 - Map process and interactions with other COUNTY departments
- b. Data Analysis; including
 - Service levels e.g. time to completion
 - Cross-departmental timelines
 - Resource utilization and productivity
 - Benchmarking and leading practice research
- c. Recommendations; including
 - Process improvements
 - Data requirements
 - Future process for permit renewals and amendments

The cannabis permitting process assessment will result in the provision of:

- Detailed process maps of current and future state of cannabis permitting
- Summary of recommendations for process and performance improvements

The CEO is undertaking this assessment by CONTRACTOR to broaden the depth of understanding of the Planning and Development process and help address the current, and eliminate the future, backlog of cannabis permits. As part of the permit review process 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, and outreach to benchmark counties when required. The outcomes and objectives outlined above are dependent on the availability and timely provision of quality data.

The expected completion of the cannabis permitting engagement is 4 weeks from Agreement amendment approval.

Should COUNTY wish to engage CONTRACTOR to support the implementation, CONTRACTOR 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, CONTRACTOR 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.

CONTRACTOR's role is limited to providing the services articulated in this SOW. In so doing, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's independence or objectivity. In providing our services in general, CONTRACTOR 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.1
PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under **EXHIBIT A.1** of this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$35,000.
- 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.1** 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 Department review have been completed and item(s) as specified in **EXHIBIT A.1** and **EXHIBIT B.1** 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.