

# Attachment E

**AMENDMENT NO. 3 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (CONTRACT NO. BC19-212)**

THIS AMENDMENT NO. 3 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. Exhibits A.4, and B.4 are hereby added.
2. The revised total contract amount for services to be rendered under Exhibits A-A.4, and B-B.4, including cost reimbursements, is not to exceed \$1,477,439.

All other terms remain in full force and effect.

**Counterparts.** This Amendment No. 3 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on following page)

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and KPMG LLP.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to be effective on the date executed by County.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Shirley Labuena  
Deputy Clerk

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: [Signature]  
Deputy County Counsel

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

By: Ray Aromatorio  
Risk Manager  
Digitally signed by Ray Aromatorio, Risk Manager  
Date: 2020.06.24 11:45:43 -04'00'

**COUNTY OF SANTA BARBARA:**

By: [Signature]  
Chair, Board of Supervisors

Date: 7-7-20

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA, CPFO  
Auditor-Controller

By: [Signature]  
Deputy  
Digitally signed by C. Edwin Price, Jr.  
Date: 2020.06.25 08:33:22 -07'00'

**RECOMMENDED FOR APPROVAL:**

Janette D. Pell  
General Services

By: Janette D. Pell  
Director of General Services  
Digitally signed by Janette D. Pell  
Date: 2020.06.25 07:23:56 -07'00'


**Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and KPMG LLP.**

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

**CONTRACTOR:**

KPMG LLP

By:

  
\_\_\_\_\_  
Authorized Representative

Name:

WILLIAM F. ZIZIC

Title:

MANAGING DIRECTOR

**EXHIBIT A.4**  
**STATEMENT OF WORK**

**Purpose/Background**

CONTRACTOR shall expand the depth of the review under the General Services department review to perform:

- a) Support the further development of the General Services Administration recommendation 6.2 and implementation plan through additional benchmarking, methodology research and development of communications strategy

The General Services Director is undertaking this further review by CONTRACTOR to broaden the depth of understanding of the General Services recommendations. As part of the review 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 below are dependent on the availability and timely provision of quality data.

**A. Project Outcomes and Objectives include:**

- i. Benchmarking and data analysis, including;
  - Review of comparable benchmark counties ISF operating model
  - Review of leading practice frameworks and methodologies
  - Assistance with implementation plan for rollout of new framework
  - Assistance with development of communications strategy to support rollout

The further review of the General Services Administration recommendation 6.2 will result in the provision of:

- Outline of benchmark counties and leading practice operating models
- Outline of ISF framework options suitable for the County of Santa Barbara
- Implementation plan and communications strategy to support the department with implementation

The expected level of effort is 4 weeks.

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.4

**PAYMENT ARRANGEMENTS**  
**Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$61,240.
- 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.4 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.4 and EXHIBIT B.4 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