

Attachment A

AMENDMENT NO. 10 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (CONTRACT NO. BC 19-212)

THIS AMENDMENT NO. 10 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.12 and B.12 are hereby added.
2. The revised total contract amount for services to be rendered under Exhibits A-A.12 and B-B.12 including cost reimbursements, is not to exceed \$3,961,340

All other terms remain in full force and effect.

Counterparts. This Amendment No. 10 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. 11 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. 9 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

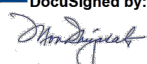
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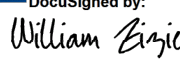
RECOMMENDED FOR APPROVAL:

County Executive Office

CONTRACTOR:

KPMG LLP

DocuSigned by:

By: _____
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Department Head

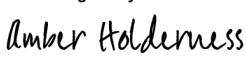
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Authorized Representative
Name: William Zizic
Title: Partner

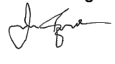
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

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By: _____
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Deputy County Counsel

DocuSigned by:

By: _____
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Deputy

APPROVED AS TO FORM:

Risk Management


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By: _____
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Risk Management

EXHIBIT A.12
CAPSTONE
STATEMENT OF WORK

Purpose/Background:

CONTRACTOR is in the final stages of its four-year engagement with the County of Santa Barbara in support of the “Renew” initiative. Over this time, CONTRACTOR has worked in partnership with department, County, and elected leaders to perform operational assessments of 21 departments, and to provide recommendations for improvements, identify key risks, and highlight cost saving opportunities.

To conclude this four-year engagement, CONTRACTOR shall complete a final capstone review to:

- Summarize high priority themes, implementation goals, and contributions to County operations as a result of work over the past four years
- Conduct a high-level assessment of implementation progress to date and existing processes for implementation monitoring
- Facilitate input into the development of priorities for consideration in the next strategic cycle, based on lessons, themes and findings of the Renew program

Project Outcomes and Objectives:

- 1) In undertaking the capstone review, CONTRACTOR will
 - a) Undertake a Progress Assessment and Thematic Review
 - i) Collate thematic review of previous KPMG reports, and develop a high-level summary of themes and cross-cutting findings in a 1-2-page document
 - ii) Conduct 1:1 interviews with select CEO office staff and leadership to document and assess current processes to drive implementation
 - iii) Prepare materials for workshops with CEO’s Office and CEO analysts (principal analysts and budget analysts) including progress assessment approach and framework. This will include a three-slide document for use by the principal analysts, in their facilitation of a high-level progress and maturity assessment to be conducted with each department. Budget analysts will support principal analysts in this process.
 - iv) Facilitate one 3-4 hour in-person workshop with the CEO’s Office including CEO analysts (principal analysts and budget analysts) to develop draft assessment measurement categories.
 - v) Collate findings from in-person workshop with CEO’s Office and analysts (principal analysts and budget analysts) and develop output materials for issuance and presentation to the CEO’s Office
 - vi) Facilitate 2-hour workshop with Department Heads to provide an overview of the KPMG process, reviewing findings, review themes outside of findings, outline process and measurement categories as defined with CEO’s Office, and provide an opportunity for feedback
 - vii) Facilitate periodic group check-ins with CEO analysts (principal analysts and budget analysts) to review progress / outcomes and to provide coaching on next steps as they engage Department Heads to obtain feedback on implementation progress
 - viii) Facilitate a 2-3-hour virtual workshop with CEO analysts and ACEOs to review assessment findings, and collate key themes
 - ix) Develop tools and presentations for Department Head Workshop
 - x) Facilitate a workshop with Department Heads to solicit feedback on departmental reviews, recommendations, and implementation progress
 - xi) Identify cross-cutting needs across the County to be considered in future strategic planning

- 2) Prepare and deliver a summary briefing document. (Format to be agreed upon between COUNTY and CONTRACTOR during mobilization of engagement)
 - a) Program Outcome and Strategic Cycle Summary Briefing Document
 - i) Summarize review outcomes and achievements to date
 - ii) Review and validate key findings with CEO Office and CEO analysts
 - iii) Provide recommendations related to implementation monitoring
 - iv) Summarize other guidance to inform and plan the next strategic cycle

Project Assumptions:

- As part of the capstone review process, it is assumed that COUNTY personnel will be available to provide assistance with administrative tasks to include: facilitation and/or coordination of meetings, workshops and data requests, and provision of access to County systems and information
- Key themes across departmental reviews will be presented to the COUNTY, no more than four recommendations per department will be selected for review
- The capstone review will be conducted over a 16-week period, unless otherwise specified by the COUNTY. A 16-week review cycle will be defined by the following activities:
 - o 8 weeks undertaking a Progress Assessment and facilitating stakeholder engagement and developing key insights
 - o 3 weeks undertaking a Thematic Review
 - o 2 weeks of summary briefing document drafting and delivery
 - o 2 weeks of leadership validation
 - o 1 week for summary briefing document finalization post validation
 - o It is important to note that CONTRACTOR may have periods of pause during this engagement to provide sufficient time for the COUNTY to facilitate internal discussions. Therefore, while the level of effort for this engagement will extend 16 weeks, the delivery timeline may be in excess of this timeframe
- CONTRACTOR and COUNTY will clearly articulate to the COUNTY the structure of the review cycle and the requirements at each stage. All data and personnel must be made available to CONTRACTOR during weeks one through four, any data or personnel made available after this time may not be included within the summary briefing document. This will be subject to discussions regarding scope and effort between CONTRACTOR and the COUNTY
- Data requested and provided to CONTRACTOR will be of an appropriate quality and structure that allows for analysis to be conducted. Data provided in PDF or Word documents may not be analyzed dependent on the effort required to convert the data into a useable format
- Following delivery of the capstone summary briefing document, CONTRACTOR will conduct a validation meeting with the COUNTY. Feedback on the summary briefing document should be received from the COUNTY in a timely manner. CONTRACTOR will conduct a maximum of two rounds of validation. There should be no new or additional data provided during validation period for further analysis unless the summary briefing document is deemed to be inaccurate and requires amendment
- The CONTRACTOR will travel to the COUNTY to undertake in person workshops and meetings on no more than two occasions

Bill Zizic shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience – COUNTY's designated representative 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 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement. COUNTY represents to CONTRACTOR that the COUNTY has the authority necessary to award this contract to CONTRACTOR without competition, and that award of this contract is made in accordance with all applicable law, regulations, rules, policies, and requirements.

No lobby – CONTRACTOR’s role is limited to providing the services and deliverables articulated in this proposal. In so doing, CONTRACTOR will have no contacts with legislative officials or employees at any level of government for any reason that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity or independence. 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 our objectivity or independence. In providing our services in general, CONTRACTOR professionals will take no view or 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. Engagement deliverables will be client-branded or plain-paper and provided as holistic works to be read and interpreted only in their entirety.

EXHIBIT B.12
PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under **EXHIBIT A.12** of this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, of \$115,000
- 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.12** as determined by COUNTY.
- C. The COUNTY shall pay the CONTRACTOR 50 percent at the mid-point of each department review i.e. week four unless otherwise stated. Upon completion of the work COUNTY will pay the CONTRACTOR the remaining 50 percent following acceptance of work product by the COUNTY. For each milestone and delivery to COUNTY of item(s) specified below, 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.

Milestone Description	Timeline	Total Fees
Delivered Capstone Review	16 weeks	\$115,000

The "Deliver" milestone payments above shall be made based on CEO validation of satisfactory work in progress and work completed, as applicable, for the particular Department review in line with requirements specified in **EXHIBIT A.12** and **EXHIBIT B.12**.

- 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.