

Attachment K

AMENDMENT NO. 9 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (CONTRACT NO. BC 19-212)

THIS AMENDMENT NO. 9 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.11 and B.11 are hereby added.
2. Section 4, Term, is hereby amended to read as follows: "CONTRACTOR shall commence performance on May 14, 2019 and end performance upon completion, but no later than December 31, 2024 unless otherwise directed by COUNTY or unless earlier terminated."
3. The revised total contract amount for services to be rendered under Exhibits A-A.11 and B-B.11, including cost reimbursements, is not to exceed \$3,746,340.

All other terms remain in full force and effect.

Counterparts. This Amendment No. 9 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. 9 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

By: Shirley LaGuena
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: [Signature]
Chair, Board of Supervisors

Date: 10-17-23

RECOMMENDED FOR APPROVAL:

County Executive Office

DocuSigned by:
[Signature]
41046F50725B460...
By: _____
Department Head

CONTRACTOR:

KPMG LLP

By: [Signature]
Authorized Representative

Name: Bill Zizic

Title: Partner

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
[Signature]
A87566BC50FE4DD...
By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
[Signature]
D25019E2AF094BE...
By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
[Signature]
DC240AC1E64247D...
By: _____
Risk Management

EXHIBIT A.11
STATEMENT OF WORK

Purpose/Background

CONTRACTOR shall perform financial, organizational, and operational reviews of COUNTY departments to assist the Board of Supervisors in identifying its budgetary priorities and allocations and operational effectiveness improvement opportunities.

The purpose of the review is to provide a high-level assessment of the Child Support Services Department, identify strengths, opportunities and weaknesses, compare financial and operational areas with similar jurisdictions, as well as identify baseline and enhanced levels of service and recommend evidence based leading practices for implementation.

COUNTY represents to CONTRACTOR that COUNTY has the authority 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.

Project Outcomes and Objectives

- 1) For this Department CONTRACTOR will examine, analyze, make findings and provide recommendations on the items below with a specific focus on staffing, workload and the identification of efficiencies and opportunities for reinvestment. Reviews will also assess the following aspects of operations:
 - a) Leadership Strategy and Vision, including
 - i) Clarity of vision, strategy and priorities,
 - ii) Management grip and effectiveness, and
 - iii) Cohesion of the leadership team;
 - b) Structure, Roles and Decision Authorities, including
 - i) Clarity of roles and accountability for decisions, and
 - ii) Organizational structures that supports departmental objectives;
 - c) People, including
 - i) Organizational and individual talent necessary for success,
 - ii) Workload and staffing alignment to demand; and
 - iii) Performance measures and incentives aligned to objectives;
 - d) Work processes, including
 - i) Superior execution of program level work processes,
 - ii) Cost effectiveness and fiscal management,
 - iii) Data management and usage, and
 - iv) Effective and efficient support processes, procedures, and systems;
 - e) Culture, including
 - i) High performance values and behaviors, and
 - ii) Capacity to change.

- 2) For this Department, CONTRACTOR will also review and analyze publicly available or readily accessible background data on topics consisting of performance outcomes, mandatory and discretionary levels of service, current and prior year's budget, current programs and services, departmental policies, procedures and practices, staffing levels and resource allocation, and workload and workload trend information and other topics as mutually agreed between KPMG and the County;
- 3) Review budget information including administrative overhead, and regular and special program administrative costs to assist in developing budgetary priorities and allocations;
- 4) Compare all of the above to the following Benchmark Counties: Sonoma, Tulare, Monterey, Solano, Placer, San Luis Obispo, Santa Cruz and Marin;
- 5) Evaluate core functions and determine baseline and enhanced departmental services based on evidence-based leading practices and federal, state and local requirements;
 - a) During this phase CONTRACTOR will assess departmental services for alignment of such requirements and generally accepted leading practices to identify possible opportunities
- 6) Prepare cost benefit models for services and programs;
 - a) During this phase CONTRACTOR will only assess and identify areas where cost benefit models for services and programs may be of benefit to enhance economy, efficiency, or effectiveness
- 7) Identify strengths, weaknesses and opportunities for improvement;
- 8) Identify priorities and phasing of improvements;
- 9) Identify areas for further in-depth analysis;
- 10) Identify areas for collaboration and sharing of resources among COUNTY departments;
- 11) Recommend evidence-based leading practices, business models and strategies for implementation;
- 12) Develop financial and service delivery performance measures, matrixes, and benchmarks to measure progress and help ensure sustainability; and,
 - a) During this phase CONTRACTOR will only assess and identify financial and service delivery performance measures
- 13) Prepare and deliver a final report. (Format to be agreed upon between COUNTY and CONTRACTOR during mobilization of engagement)

The CEO is undertaking these assessments by CONTRACTOR to assist the Board of Supervisors in weighing public needs and setting its priorities for effective utilization of the limited financial resources available. As part of the departmental 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.

This is the fifth task order for the departmental reviews spanning year six, 2023-2024 ending December 2024. KPMG will conduct the following departmental review and complete and deliver reports regarding:

- Child Support Services which will commence on or about October 2023 and end on or about January 2024

Should COUNTY wish to engage KPMG to support the subsequent implementation of recommendations related to the report, 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.

Project Assumptions:

- Focus areas will be provided by the COUNTY for this department review, no more than five focus areas will be identified for the Department, the scope of this review will be limited to the focus areas identified.
- The Department review will be conducted over a seven-week period, unless otherwise specified by the COUNTY. A seven-week review cycle will be defined by the following activities:
 - o Weeks 1-3: Data collection, analysis and staff interviews
 - o Weeks 3 - 5: Theme development based on analysis, including requests for data clarification and follow up questions/interviews
 - o Weeks 6 - 7: Report development.
- KPMG will submit a data request to this Department three weeks prior to the start of the Department review and will be available to provide clarification and context at the request of the Department.
- KPMG and COUNTY will clearly articulate to the Department the structure of the review cycle and the requirements at each stage. All data and personnel must be made available to KPMG during weeks one through three, any data or personnel made available after this time may not be included within the report. This will be subject to discussions regarding scope and effort between KPMG and the COUNTY.
- Data provided to KPMG 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 County will be responsible for correction of any data provided that is found to be erroneous.
- Following delivery of the Department review report, KPMG will conduct a validation meeting with the COUNTY and Department leadership. Feedback on the report should be received from the COUNTY and department leadership in a timely manner. KPMG will conduct a maximum of two rounds of validation by the department. There should be no new or additional data provided during validation period for further analysis unless the report is deemed to be inaccurate and requires amendment.
- KPMG will not provide any review of performance nor assess the achievement of any HR related performance metric for any County staff member, whether a permanent or temporary employee (including contractors and subcontractors). KPMG is prohibited from assessing employee performance on behalf of a client, and all Human Resources related decisions and interpretations shall be County's responsibility.
- Neither KPMG nor its professionals will provide legal advice or engage in the practice of law in connection with the resulting engagement. All questions of law, including but not limited to the interpretation or drafting of contract, regulations or statutes, shall be the sole responsibility of the client in consultation with its counsel.

Bill Zizic shall be the individual(s) personally responsible for coordinating 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.

EXHIBIT B.11
PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under **EXHIBIT A.11** of this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, of \$100,000.
- 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.11** 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
Deliver Child Support Services Department review	7 weeks	\$100,000

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.11** and **EXHIBIT B.11**.

- 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.