

# Attachment D

**AMENDMENT NO. 2 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (CONTRACT NO. BC19-212)**

THIS AMENDMENT NO. 2 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. 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, 2020 unless otherwise directed by COUNTY or unless earlier terminated."
2. Exhibits A.2, A.3, B.2, and B.3 are hereby added.
3. The revised total contract amount for services to be rendered under Exhibits A, A.1, A.2, and A.3, including cost reimbursements, is not to exceed \$1,416,199.

All other terms remain in full force and effect.

**Counterparts.** This Amendment No. 2 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. 2 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. 2 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: *Shirley Labuena*  
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *[Signature]*  
Chair, Board of Supervisors

Date: 6-16-20

RECOMMENDED FOR APPROVAL:

County Executive Office

By: *[Signature]*  
Department Head

CONTRACTOR:

KPMG LLP

By: \_\_\_\_\_  
Authorized Representative

Name: William Zizic

Title: Managing Director

APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel

By: *Anne Rierson*  
Anne Rierson (Jun 8, 2020 09:49 PDT)  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA  
Auditor-Controller

By: *C. Edin*  
Deputy

APPROVED AS TO FORM:

Risk Management

By: *[Signature]*  
Risk Management

Amendment No. 2 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. 2 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

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

County Executive Office

**CONTRACTOR:**

KPMG LLP

By: \_\_\_\_\_  
Department Head



By: \_\_\_\_\_  
Authorized Representative

Name: William Zizic

Title: Managing Director

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

**EXHIBIT A.2  
STATEMENT OF WORK**

**Purpose/Background**

CONTRACTOR shall expand the depth of the review under the CEO department review to perform a review of the assessment appeals process to include current and future state process maps and recommendations for process improvements.

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

- i. Interviews and data analysis, including;
  - Interviews and workshops with staff from the following departments: Clerk of the Board, Clerk-Recorder-Assessor, and County Counsel.
  - Review of current activities and work flow processes within each department as related to the assessment appeals process for opportunities to streamline and improve efficiency
  - Review of implementation plan for a paperless assessment appeals process
  - Analysis of volumes, cycle times, service levels based on available data
  - Review of leading practices from benchmark counties and feasibility for application to the County of Santa Barbara
  - Development of desired/future state activities and work flow within each department
  
- ii. Recommendations, including;
  - Data management and tracking requirements
  - Future work flows and opportunities for process efficiencies

The assessment appeals review will result in the provision of:

- Current state process maps to include activities across all three departments
- Future state process maps to include activities across all three departments
- High level recommendations for enhanced integration and process improvements

The CEO is undertaking this assessment by CONTRACTOR to broaden the depth of understanding of the CEO department review and help improve the efficiency and effectiveness of countywide processes. As part of the Clerk of the Board 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. The outcomes and objectives outlined above are dependent on the availability and timely provision of quality data.

The expected level of effort for the assessment appeal reviews is 3 weeks\*.

\*Level of effort 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.

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 our 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 A.3 STATEMENT OF WORK**

### **Purpose/Background**

CONTRACTOR shall expand the depth of the review of the General Services Department's internal purchasing operating structure, policies, and practices, as well as the County's broader decentralized procurement model through an analysis of current processes, development of future state process mapping and operating model options and development of supporting implementation plans.

The CEO office is undertaking this further review by CONTRACTOR to broaden the depth of understanding of the General Services recommendations and the associated countywide impact. 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. Interviews and data analysis, including;
  - Interviews and workshops with staff from select (five) departments to understand current processes and procedures as a representation of countywide processes
  - Data analysis of purchase order information to identify duplication and economies of scale countywide
  - Development of associated enterprise current state process maps to outline priority processes and identify gaps in the countywide processes
  - Review of comparable benchmark counties operating models and organization structures, focusing on positions, skills, and team size and structure
  - Development of future state process maps to outline priority processes under the future countywide organizational structure and operating model
  - Development of opportunities and recommendations for future organizational structure and to standardize the process countywide
  - Assistance with implementation plan and associated milestones for rollout of new organizational structure and operating model and processes

The further review of the General Services Department's internal purchasing operating structure, policies, and practices, as well as the County's broader decentralized procurement model will result in the provision of:

- Benchmark analysis of operating models and organizational structures
- Current state priority process maps to include representative activities across all five departments
- Future state priority process maps to standardize process across all County departments
- High level recommendations for process standardization countywide
- Implementation plan with associated milestones

The expected level of effort is 8 weeks.

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 our 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.2**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under **EXHIBIT A.2** of this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$28,329.
- 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.2** 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.2** and **EXHIBIT B.2** 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.

**EXHIBIT B.3**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under **EXHIBIT A.3** of this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$152,870.
- 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.3** 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.3** and **EXHIBIT B.3** 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.