

THIRD AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
and
STACY MILLER PUBLIC AFFAIRS
for
COMMUNICATION STRATEGIES FOR COVID-19 COMMUNITY RESPONSE

THIRD AMENDMENT

Effective October 1, 2022

THIS IS THE THIRD AMENDMENT (referred to as "Third Amendment") to the Agreement made by and between the County of Santa Barbara (hereafter "COUNTY") and Stacy Miller Public Affairs having its principal place of business at 1237 S. Victoria Ave., Suite 501, Oxnard, CA 93035-1292 (hereafter "CONTRACTOR") beginning July 1, 2020 (hereafter Agreement).

WHEREAS, the Agreement is effective through September 30, 2022 unless otherwise earlier terminated; and

WHEREAS, the parties desire to amend the Agreement to extend the term and to increase compensation; and

WHEREAS, Section 25 requires the parties amend the Agreement by an instrument of writing and executed by the parties and by no other means; and

WHEREAS, this Third Amendment incorporates the terms and conditions set forth in the Agreement, the First Amendment, and the Second Amendment approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Definitions. Capitalized terms used in this Third Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

Section 4 "TERM" shall be deleted and replaced in its entirety with:

4. TERM.

CONTRACTOR shall commence performance on July 1, 2020 and end performance upon completion, but no later than June 30, 2023 unless otherwise directed by COUNTY or unless earlier terminated. This Agreement cancels, nullifies, and supersedes Purchase Order No. CN24292 which included a term of July 1, 2020 through June 30, 2021.

EXHIBIT B. EXHIBIT B “Payment Arrangements, Periodic Compensation” section A is deleted and replaced with:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$382,000 inclusive of \$120,000 that was previously under Purchase Order CN24292 but otherwise cancels, nullifies, and supersedes CN24292.

Effectiveness of Agreement. The terms and provisions set forth in this Third Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, the First Amendment, and the Second Amendment. The terms and provisions of the Agreement, the First Amendment, and the Second Amendment, except as expressly modified and superseded by this Third Amendment are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.

Counterparts. This Third Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on following pages.)

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Stacy Miller Public Affairs.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective October 1, 2022.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shelsa LaGuerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: *Joan Hartmann*
Chair, Board of Supervisors

Date: 10-4-22

RECOMMENDED FOR APPROVAL:

for Daniel Nielson
Interim Public Health Director

By: *[Signature]*
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: *[Signature]*
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
By: *[Signature]*
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

DocuSigned by:
By: *Gregory Milligan*
Risk Management

Third Amendment to Agreement for Services of Independent Contractor between the
County of Santa Barbara and Stacy Miller Public Affairs.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective
October 1, 2022.

CONTRACTOR:
Stacy Miller Public Affairs

By:  _____
Name: Authorized Representative
Stacy Miller
Title: _____
President & CEO