

SECOND AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
and
COMMUNITY ACTION COMMISSION (DBA COMMUNIFY)
for
2-1-1 HELPLINE SERVICE FOR COVID-19 INFORMATION AND REFERRALS

SECOND AMENDMENT

Effective July 1, 2023

THIS IS THE SECOND AMENDMENT (referred to as “Second Amendment”) to the Agreement made by and between the County of Santa Barbara (hereafter “COUNTY”) and Community Action Commission (dba CommUnify) having its principal place of business at 638 Hollister Ave # 230, Goleta, CA 93117 (hereafter “CONTRACTOR”) beginning January 1, 2022 (hereafter “Agreement”).

WHEREAS, the Agreement is effective through June 30, 2023 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 Second Amendment incorporates the terms and conditions set forth in the Agreement and First 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:

I. **Definitions.** Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement and First Amendment.

II. **Section 4 “TERM” shall be deleted and replaced in its entirety with:**

4. TERM.

CONTRACTOR shall commence performance on January 1, 2022 and end performance upon completion, but no later than June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated.

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

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, not to exceed \$305,501 (\$8300.00 paid each month during COUNTY’s FY 23/24 (July 1, 2023 through June 30, 2024).

- IV. Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
- V. Effectiveness of Agreement.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amendment. The terms and provisions of the Agreement and First Amendment, except as expressly modified and superseded by this Second 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.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective July 1, 2023.

ATTEST:

Mona Miyasato
 County Executive Officer
 Clerk of the Board

COUNTY OF SANTA BARBARA:

Das Williams

By: _____
 Deputy Clerk

By: _____
 Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami
 Public Health Director

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
 Auditor-Controller

By: _____
 Department Head

By: _____
 Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
 County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
 Risk Management

By: _____
 Deputy County Counsel

By: _____
 Risk Management

[Signatures continue on following page.]

Second Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Community Action Commission**.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective July 1, 2023.

CONTRACTOR:

Community Action Commission

By:

Authorized Representative

Name:

Title:
