

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

FIRST AMENDMENT

Effective December 7, 2021

THIS IS THE FIRST AMENDMENT (referred to as "First 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 December 31, 2021 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 First Amendment incorporates the terms and conditions set forth in the Agreement 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 First 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, 2022 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.

Section 48 "Employee COVID-19 Vaccination and Testing Policy" is added in its entirety:

48. EMPLOYEE COVID-19 VACCINATION AND TESTING POLICY.

COUNTY hereby notifies CONTRACTOR that COUNTY's Employee COVID-19 Vaccination and Testing Policy applies to this Agreement and is incorporated by this reference with the same force and effect as if the policy were specifically set out herein and CONTRACTOR agrees to comply with said policy as may be amended, or CONTRACTOR's own policy that is not less restrictive. The COUNTY's Employee COVID-19 Vaccination and Testing Policy is available at: CoSB Employee COVID-19 Vaccination and Testing Policy.

The following definitions apply to the COUNTY's Employee COVID-19 Vaccination and Testing Policy:

- A. "All other workers who regularly perform services" means an individual provides onsite services that are in-person and within close contact (i) to the public on behalf of the County; or (ii) to County employees.
- B. "Close contact" means being within six feet of other individuals for a cumulative total of 15 minutes or greater in any 24-hour period.
- C. "Onsite" means inside any County location, building, facility, whether owned or leased by the County, where County employees regularly perform services or provide services to the public. Onsite does not include locations where services are primarily performed outside, or County leased property if there are no County workers at the location and/or no County services are provided to the public at the location.

EXHIBIT A. Exhibit A shall be deleted and replaced in its entirety and is incorporated herein by reference.

EXHIBIT B. EXHIBIT B "Payment Arrangements, Periodic Compensation" section A is deleted and replaced in its entirety 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 \$340,000, 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 First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First 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 First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.


(Signatures on following pages.)

First 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 First Amendment to be effective December 7, 2021.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

Bob Nelson

By: 
Chair, Board of Supervisors

Date: 12.7.2021

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: 
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Bob Nelson

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: Robert W. Guis
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
By: [Signature]
Deputy County Counsel

APPROVED AS TO FORM:

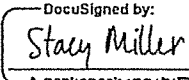
Risk Management

DocuSigned by:
By: Ray Anamatorio
Risk Management

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CONTRACTOR:
Stacy Miller Public Affairs

By:  _____
Authorized Representative

Name: stacy Miller _____

Title: President & CEO _____

**EXHIBIT A
COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC HEALTH
SCOPE OF WORK - STACY MILLER PUBLIC AFFAIRS, INC.**

July 1, 2020 through December 31, 2021, CONTRACTOR shall:

1. Develop internal and external strategic communication strategies for COVID-19 preparedness and outbreak, targeting residents, children, visitors, and businesses.
2. Develop branded and targeted infographics (English & Spanish) to support the communication strategy to promote understanding.
3. Develop website content and pages, inclusive of design, for Public Health Department utilizing existing information regarding the COVID-19 outbreak, inclusive of County-specific information and best practices ensuring ADA compliance. Ensure content is translated and the experience is recreated on the Spanish website.
4. Provide daily website updates to English and Spanish websites that include posting of up-to-date information regarding:
 - o Around-the-clock team coverage for requested website updates throughout English and Spanish websites
 - o Vaccine – information and scheduling links
 - o Testing – location updates and appointment scheduling links
 - o Metrics & Status Reports – updates to status reports (weekends, and as-needed during the week)
 - o Updates to Blueprint to a Safer Economy tiers and accompanying information
 - o Press releases (as needed)
5. Develop scripts for inclusion on CSBTV, and video and radio PSAs.
6. Research, write, develop and produce targeted, branded videos as needed to communicate key messaging, for use digitally.
7. Research, create and develop key message-branded graphics/infographics, for use on social media, websites, print materials.
8. Provide high level media training to key public health department professional staff, focusing on assisting staff provide clear and concise messaging.
9. Coordinate weekly live television segment on KEYT with Public Health Department staff.
10. Research, write and promote a new and custom blog column aimed at elevating public health staff, providing important and timely information. The blog: 'Hear from the Experts,' a weekly article, that is accurate and by-lined by public health leadership, on key topics related to the public health pandemic.
 - Create weekly social media posts (text & images) for each blog post
11. Create a monthly communications report for the Assistant CEO to present to the board, showcasing the depth and breadth of communication work provided to the community. This includes the creation of graphic slides that capture key metrics in a simple to consume and branded fashion.

12. Research, write and promote creative and targeted campaigns on key topics related to the public health pandemic. Campaign tasks to include:
 - Creative and branded messaging;
 - Digital advertising campaign with placement throughout Santa Barbara County;
 - Social media advertising;
 - Blog/articles; and
 - Website graphics.
13. Create culturally relevant, Spanish language information, including graphics, web content, blog articles, radio spots, print ads, social media posts that are culturally relevant and promoted thoughtfully.
14. Research and design key branded promotional items that help communicate important, targeted information in the County.
15. Provide strategic daily social media review and report to communications team to identify and address top questions, issues, and trends.
16. Subcontractor may subcontract with supportive services needed to complete campaigns, including but not limited to, graphic designers and printers.

January 1, 2021 through June 30, 2022, CONTRACTOR shall:

1. Provide daily website updates to English and Spanish websites that include posting of up-to-date information regarding:
 - Around-the-clock team coverage for requested website updates throughout English and Spanish websites
 - Vaccine – information and scheduling links
 - Testing – location updates and appointment scheduling links
 - Metrics & Status Reports – updates to status reports (weekends, and as-needed during the week)
 - Updates to Blueprint to a Safer Economy tiers and accompanying information
 - Press releases (as needed)

