

Attachment A

CivicPlus AMENDMENT No 2

AMENDMENT No. 2 to the AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Amendment No. 2 ("Second Amendment") is entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("County") and CivicPlus, LLC ("CONTRACTOR").

WHEREAS, the parties hereto are parties to that certain Agreement for Services of Independent Contractor (BC21002) dated on April 20, 2021, as amended by that certain Amendment No. 1 dated July 12, 2022 (as previously amended by Amendment No. 1, the "Agreement"); and

WHEREAS, the parties hereto desire to further amend the Agreement to extend the term of the Agreement through the County's fiscal year 2023-2024, and to increase the maximum contract amount.

NOW, THEREFORE, County and Contractor agree as follows:

- I. Section 2** of the Agreement is hereby amended to read in its entirety as follows:

"CONTRACTOR shall provide services to COUNTY ("Services") as set forth in the Statement of Work ("SOW") attached hereto as EXHIBIT A and EXHIBIT A-1 and incorporated herein by reference."

- II. Section 3** of the Agreement is hereby amended to read in its entirety as follows:

"The term of this Agreement commenced on April 20, 2021, and shall terminate on June 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement."

- III. Paragraph 1 of Subsection A of Section 19** of the Agreement is hereby amended to read in its entirety as follows:

"1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services."

IV. Exhibits A and A-1 to the Agreement are hereby amended by replacing Exhibits A and A-1 in their entirety with Exhibits A and A-1 in the forms attached hereto and incorporated herein by reference.

- V. Section B of Exhibit B** to the Agreement is hereby amended to read in its entirety as follows:

"For CONTRACTOR services to be rendered under this Agreement for the current renewal period of July 1, 2023, through June 30, 2024, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$234,776.82.

Payment shall be made for the annual fee upon invoicing after this Second Amendment has been fully executed.”

VI. Except as otherwise amended by this Second Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

VII. Each of the parties hereto represents and warrants that such party’s respective signatories to this Second Amendment have the power and authority to enter into this Second Amendment in the capacities set forth in such party’s signature block(s), below, and such party has fully complied with all formal requirements necessary for such party to enter into this Second Amendment and for this Second Amendment to be legally binding on such party. CONTRACTOR hereby certifies and warrants that entering into this Second Amendment shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

[Signature Pages follow]

COUNTY SIGNATURE PAGE

Amendment No. 2 to the Agreement for Services of Independent Contractor **CivicPlus, LLC** between the **County of Santa Barbara** and **CivicPlus, LLC**.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be effective as of the first date duly executed by all of the parties hereto.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

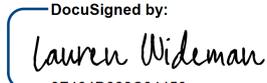
Recommended for Approval

Information Technology Department
Chris Chirgwin

By: 
D97209A7A68A4A0
Chief Information Officer

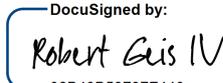
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
8F464D822C84458...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
02B49B53707F440...
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: 
DC240AC1E64247D...

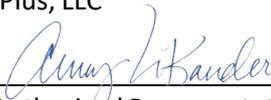
CONTRACTOR SIGNATURE PAGE

Amendment No. 2 to the Agreement for Services of Independent Contractor **CivicPlus, LLC** between the **County of Santa Barbara** and **CivicPlus, LLC**.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be effective as of the first date duly executed by all of the parties hereto.

CONTRACTOR:

CivicPlus, LLC

By:  _____
Authorized Representative

Name: Amy Vikander

Title: Senior VP of Customer Success

Exhibit A Services Agreement

DocuSign Envelope ID: CC485E37-B270-47AF-9AE1-A5BAE3705B4D

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and CivicPlus with an address at 302 South 4th St. Suite 500, Manhattan, KS, 66502 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Andre Monostori at phone number 805-568-2606 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Contractor shall assign an Authorized Representative following execution of this Agreement. Any changes in designated representatives shall be made only after advance written notice to the other party if possible, or as soon as practicable following reassignment.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Andre Monostori, Interim Assistant Director of General Services, 105 E. Anapamu St., Santa Barbara, CA, 93101, 805-568-2606.
To CONTRACTOR:	Contract Manager, 302 South 4 th St. Suite 500, Manhattan, KS, 66502, 888-228-2233 ext. 7146.

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide "Phase A" services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference. COUNTY shall have an irrevocable option ("Option"), upon written notice, to order the agreed upon "Phase B" website implementation services (which includes one year of Annual Maintenance Subscription through July 1, 2022). CONTRACTOR and COUNTY agree to work together in good faith to determine the scope and implementation plan of Phase B and associated charge during Phase A. In the event COUNTY exercises this option, CONTRACTOR shall provide the "Phase B" services to COUNTY in accordance with the scope agreed upon at the end of Phase A and subject to the terms of this Agreement. Under no circumstances shall COUNTY be required to exercise the Option. COUNTY must notify CONTRACTOR of its intent to exercise the Option by June 30, 2021.

As discussed in Section 4, TERM, COUNTY may order annual renewal services. In the event that COUNTY orders annual renewal services, CONTRACTOR shall provide services subject to the terms of this Agreement. Under no circumstances shall COUNTY be required to order annual renewal services.

4. TERM

CONTRACTOR shall commence performance of Phase A on April 12, 2021 and end performance upon completion, but no later than June 30, 2021. Upon the parties exercising the Phase B Option, as described in Section 3, this Term shall be extended until July 1, 2022 or to such other time that parties mutually agree upon (Phases A and B shall be referred to as the "Initial Term"). Upon the expiration of the Initial Term, this Agreement may be extended on an annual basis for additional years in writing by mutual consent between the County and Contractor. County will give CONTRACTOR 90-day written notice of COUNTY'S intent to renew. Payment for Annual Recurring Services for the First Renewal Year, which shall begin July 1, 2022 and end June 30, 2023, shall not exceed amounts set forth in Exhibits A and B. Payment for subsequent renewal years shall be determined in accordance with Exhibit A.

Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit A and EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CONTRACTOR on behalf of COUNTY pursuant to this Agreement ("Customer Content"). Following Go-Live of the website, COUNTY will assume full responsibility for website, software or module content maintenance and administration. COUNTY, not CONTRACTOR, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Intellectual Property of any software or other original works created by CONTRACTOR prior to the execution of this Agreement ("Contractor Property") will remain the property of CONTRACTOR. COUNTY shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Contractor Property in any way; (ii) modify or make derivative works based upon any Contractor Property; (iii) create Internet "links" to the Contractor Property software or "frame" or "mirror" any Contractor Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any Contractor Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any Contractor Property, or (c) copy any ideas, features, functions or graphics of any Contractor Property. The CONTRACTOR name, the CONTRACTOR logo, and the product and module names associated with any Contractor Property are trademarks of CONTRACTOR, and no right or license is granted to use them. Provided COUNTY complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth herein, CONTRACTOR hereby grants COUNTY a limited, nontransferable, nonexclusive, license to access and use the Contractor Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon sixty (60) days written notice. During the sixty (60) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein. Notwithstanding the foregoing, in no event shall CONTRACTOR be liable or otherwise responsible for any failure to complete performance if such failure was caused by a prior delay or failure on the part of the COUNTY.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement, including the Exhibits attached hereto, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR and County each shall, at their sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR or County in any action or proceeding against the other party, whether the other party is a party thereto or not, that CONTRACTOR or County has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibit A, then the provisions of this agreement shall prevail. Further, in the event of a conflict between County Exhibit C and Exhibit A, Exhibit C shall prevail.

33. CONFIDENTIALITY

Contractor acknowledges that it may have access to certain of County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County's business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to or in connection with the performance of any services for County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under the License Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance under this Agreement, Contractor will protect the privacy and legal rights of County's personnel, clients, customers and contractors

P 2 A

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and CivicPlus.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shirley de la Guerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Bob Weber*
Chair, Board of Supervisors

Date: 4/20/2021

RECOMMENDED FOR APPROVAL:

Department of General Services

DocuSigned by:
Janette D. Pell
1EB9A9BD673A445E
Director

CONTRACTOR:

CivicPlus

DocuSigned by:
Amy Vikander
4AEC254EEF49472
Authorized Representative
Name: Amy Vikander
Title: VP of Client Services

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

DocuSigned by:
[Signature]
D9A627A80DD6446
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
[Signature]
B9D7C96FE7A414AE
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
Ray Aromataria
D9D88226E10F47F
Risk Management

APPROVED AS TO FORM

Procurement

DocuSigned by:
Phung Loman
5895FA3913B64A5
Procurement

**Exhibit A-1
Order**



RENEWAL ESTIMATE

DATE: May 15, 2023

REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan, KS 66505

Mailing Address:
CivicPlus
302 S 4th St
Manhattan, KS 66502

Bill To:
County of Santa Barbara
Abraham Cabrera
105 East Anapamu St
Santa Barbara, CA 93101

P 888-228-2233 ext 291
F 785-587-8951

This estimate is provided to you as a best faith approximation of the annual fees for your next renewal period. It is subject to change based on contract amendments and any activity that occurs before the start of your next renewal period. A formal invoice will be sent per contractual terms.

Description	Qty	Amount
CivicEngage-Evolve Annual Fee for Hosting & Support	1.00	\$ 1,047.38
Platinum Hosting & Security (Countyofsb.org)	1.00	\$ 5,209.31
Custom System Development Annual Fee	120.00	\$ 35,059.50
DNS & Domain Hosting Annual Fee	25.00	\$ 5,417.68
SSL Management - CP Provided Only	25.00	\$ 2,067.19
Ultimate Department Header Annual Fee	25.00	\$ 30,401.44
Recurring Virtual Training- Half Day Block	10.00	\$ 8,268.75
Additional Storage 100 GB	1.00	\$ 2,894.06
Custom Annual Fee- CivicEngage Evolve	1.00	\$ 34,769.54
4 Year Ultimate Redesign Annual	1.00	\$ 7,415.42
Sub-Site CivicEngage Evolve Annual Fee	1.00	\$ 12,789.00
SSL Management - CP Provided Only	1.00	\$ 82.69
AudieEye Managed Annual Fee Renewal	1.00	\$ 38,587.50
CivicEngage-Evolve Custom IdP Integration Annual Fee	1.00	\$ 1,736.44
Design Center Pro Annual Fee	1.00	\$ 8,263.24
CivicEngage Integration Hub- Bucket of 5	1.00	\$ 9,371.25
CivicEngage Integration Hub- Bucket of 10	1.00	\$ 16,537.50
Platinum Hosting & Security: http://www.readysbc.org	1.00	\$ 4,948.85
Platinum Hosting & Security: http://www.materviseshsb.org	1.00	\$ 4,948.85
Platinum Hosting & Security per domain (connect.countyofsb.org)	1.00	\$ 4,961.25
TOTAL		\$ 234,776.82

ESTIMATE

THANK YOU FOR YOUR BUSINESS!