

**THIRD AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BY AND BETWEEN
COUNTY OF SANTA BARBARA
AND
CIVICPLUS, LLC**

THIS THIRD AMENDMENT (“Third Amendment”) to Agreement for Services of Independent Contractor is made by and between the County of Santa Barbara, a political subdivision of the State of California (“County”), and CivicPlus, LLC, a Kansas corporation (“Contractor”) registered to do business in California, whose principal place of business is located at 302 S 4th Street, STE 500, Manhattan, KS 66502

WHEREAS, the parties hereto are parties to that certain **Agreement for Services of Independent Contractor BC21002** dated April 20, 2021 (“Agreement”), as amended by that certain Amendment No. 1 dated July 12, 2022, and as amended by that certain Amendment No. 2 dated July 11, 2023 (as previously amended by such Amendment Nos. 1 and 2, the “Agreement”); and

WHEREAS, the parties hereto desire to enter into this Third Amendment in order to extend the term of the Agreement and provide for additional services and additional compensation thereunder, as set forth in greater detail herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

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

“**Notices.** All notices and consents required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service as follows:

To COUNTY: Onelia Rodriguez, County of Santa Barbara, 105 E. Anapamu Street, CA, 93105, (805) 568-2699

To CONTRACTOR: Contract Manager, 302 South 4th St., Suite 500, Manhattan KS 66502, (888) 228-2233 ext. 7146”

- II.** **Section 3** of the Agreement is hereby amended by replacing Section 3 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 incorporated herein by reference.”

III. Section 4 of the Agreement is hereby amended by replacing Section 4 to read in its entirety as follows:

“The term of this Agreement commenced on April 20, 2021, and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.”

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

V. Exhibit B to the Agreement is hereby amended by replacing Exhibit B in its entirety with Exhibit B in the form attached hereto and incorporated herein by reference.

“For CONTRACTOR services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,173,651.19 to be paid as set forth in greater detail in Exhibit A.”

VI. Except as otherwise amended by this Third 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 Third Amendment have the power and authority to enter into this Third 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 Third Amendment and for this Third Amendment to be legally binding on such party. CONTRACTOR hereby certifies and warrants that entering into this Third 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 Third 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. 3 to the Agreement for Services of Independent Contractor between
the **County of Santa Barbara and CivicPlus, LLC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Third 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

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Steve Lavagnino, Chair
Board of Supervisors

Date: 6-18-24

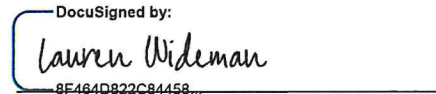
Recommended for Approval

Chris Chirgwin, CIO
Information Technology Department

By: 
Director


APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel


APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: 

CONTRACTOR SIGNATURE PAGE

Amendment No. 3 to the Agreement for Services of Independent Contractor between
the **County of Santa Barbara** and **CivicPlus, LLC**.

IN WITNESS WHEREOF, the parties hereto have executed this Third 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 Vice President of Customer Success

Exhibit A
Statement of Work

1. CONTRACTOR performed the following services between April 20, 2021, and June 30, 2022, for which COUNTY paid CONTRACTOR an aggregate amount of \$487,417.60:

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
William Spicer	x	spicer@civicplus.com		Net 30

CivicEngage - Statement of Work

Phase A – Consultation

195.00	Hourly Design	Hourly Design Rate - 1 Hour	One-time
20.00	Custom System Development Hourly	Engineering Consulting	One-time
9.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.	One-time
75.00	CivicEngage 6 Custom Implementation Planning	CivicEngage 6 Custom Implementation to Create Phase B implementation plan deliverable. (Plan includes Project Plan, time line (including pilots), milestones, communication plan, and pricing).	One-time

Phase B – Implementation

To be agreed upon in writing by the parties upon the completion of Phase A.

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
75.00	CivicEngage 6 Custom Implementation	CivicEngage 6 Custom Implementation as agreed to in Phase A.	One-time

Annual Services

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
5.00	Premium Department Header Annual Fee	Premium Department Header Annual Fee	Renewable

1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Platinum Hosting & Security	Platinum Hosting & Security per domain (must be purchased for each)	Renewable

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Custom CivicEngage 6 Annual Fee	Custom CivicEngage 6 Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicEngage 6 3yr Redesign Custom Annual	CivicEngage 6 3yr Redesign Custom Annual	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicEngage 6 CP Media Annual - Premium	CP Media Annual - Premium (Unlimited Storage)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicEngage 6 Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

For Phase A and ¼ first year Annual Fees	USD 119,361.00
Phase B Option including ¼ first year Annual Fees	To not exceed: 368,056.60

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
16%	Upon signing, includes three months of Annual Service Fees for the Initial Term.	\$77,665.20
8%	Upon completion of Phase A (consisting of hourly design, custom system development hourly, and alignment virtual consulting) or June 30, 2021 – whichever comes first, regardless of whether the County exercises its Option for Phase B.	\$41,695.80
47%	Upon written acceptance of Phase B option (consisting of CivicEngage 6 custom implementation) and includes the remainder of one year of Annual Maintenance Subscription through July 1, 2022.	\$229,070.60*
23%	Upon completion of Content Build/Training or December 31, 2021 – whichever comes first	\$111,188.8*
6%	Upon Website Go-Live or April 8, 2022 – whichever comes first	\$27,797.20*

CivicEngage Engage 6 Implementation Scoping					
Phase A Consulting/Scoping (90 days)		Details	Success Factor	Deliverable	WK 1-WK 4
DISCOVERY					WK 5-WK 8
Align & Content Consulting	Up to 9 days Engage6 Virtual Discovery Consulting	Meetings w/ Core team and departments	Detailed plan/scope for consulting		WK 9-WK 12
Project Kick Off/Scope Meeting	Consultants, Project Manager and Art Director will meet to outline discovery consulting process and timeline to meet with Core Teams and departments.	Client will approve meeting plan and timeline for discovery consult	Timeline and meeting dates set with respective teams and departments.		
Present recommendations from Discovery Consulting	Meeting(s) to finalize scope of Phase B	Client approved scope for Phase B	Approved scope for Phase B		
Determine Subsite B Department Header Packages	Finalize number of department headers & sub-site(s) will be implemented in the scope for Phase B	Client approved scope for Phase B			
SSL Management	SSL Management – scoping number of required SSLs	Client approved number of required SSLs			
Integrations Systems Support	Direction and support for needed integrations (custom, third party) including an HCMIS API training and HCMIS API documentation review	Identify 3rd party integrations and other potential integration needs	Included in approved Scope for Phase B		
ANALYZE					
Design Discovery Deliverables	Client will submit deliverables outlined from discovery consulting	Client submits deliverables by expected due date.	Layout & Strategy Meeting will be set with Core team.		
Layout & Strategy	Website strategy for content and design is established.				
Layout & Strategy Meeting	Client, Project Manager, Art Director, Consultant & Web Content Specialist will meet with you to develop the layout & strategy for website utilizing site inspirations.	Established design direction and inspiration for site to provide to design team that will be implemented in Phase B.			
Mood Board & Layout Proposal	CivicEngage team will create a Concept Board representing the determined layout & strategy with site inspirations.		Proposed Mood Board & Layout with site inspirations provided for client review and approval.		
Mood Board & Layout Approval	Client will submit Concept Board Approval to indicate approval of proposed layout & strategy.	Client will provide approval of proposed layout & strategy.	Approved Mood Board & layout files provided to client.		
Phase A Completed		Client completes Phase A and approved Phase B to start.	Timeline established for Phase B.		
Implementation: Phase B (1270 days)		Details	Success Factor	Deliverable	Timeline TBD Outlined as a Phase A Deliverable
Execute Layout Strategy	Build up to 5 Wireframes.	Client will provide approval of proposed layout & strategy.	5 Wireframes formatted and stylized from Phase A.		
HTML Conversion	Converting pages into CSS and modern formats for future usability.	Client will provide approval of proposed layout & strategy.	Updated and CSS compliant pages.		
Buildout Websites for County and Underlying Departments	Add in details, logos, colors, and information for completed websites.	Client will provide approval of proposed layout & strategy.	Presentation ready websites for each department.		
Menu build outs	Building out menu paths and website mapping	Client will provide approval of proposed layout & strategy.	A complete website mapping of the County's new website.		
Data Migration from old site to new site	Bring data from old website system to new system for full system testing.	Client will provide approval of proposed layout & strategy.	Migration and verification of data from departments to new site storage.		
Pilot Testing	Testing with end users from departments to approve of the websites.	Identify 3rd party integrations and other potential integration needs	Checklist of approvals by department representatives.		
Feedback and Changes	Review with departments any issues or concerns about website look or behavior.	Client approved feedback or requests changes.	Checklist of approvals by department representatives.		
Pilot Approval	Have pilot groups do full scale test of the website in test systems.	Client will provide approval of webpages that are tested.	Checklist of approvals by department representatives.		
Training for Administration	Training sessions for employees who will administer the website.	Client sign off of training.	Documentation and training videos.		
Training for End Users	Training sessions for employees who will manage their department websites.	Client sign off of training.	Documentation and training videos.		
SSL and Certificate Migration	Migration of security certificates for websites to ensure compliance.	Client to verify and sign off on certificates.	Documentation and an inventory of all website security certificates.		
Website Migration	Migration of websites from Test to Production	Client to verify and sign off on site location and DNS settings.	Documentation and an inventory of all website DNS addresses.		
Go Live	Turning off the old websites and only using the new systems.	Client will provide final signoff of websites.	Checklist of approvals by department representatives.		

2. CONTRACTOR performed the following services between July 12, 2022, and June 30, 2023, for which COUNTY paid CONTRACTOR an aggregate amount of \$706,289.58:

Description	Qty	Amount
CivicEngage-Evolve Annual Fee for Hosting & Support	1.00	\$997.50
Platinum Hosting & Security	1.00	\$ 4,961.25
Custom System Development Annual Fee	120.00	\$33,390.00
DNS & Domain Hosting Annual Fee	25.00	\$ 5,159.70
SSL Management - CP Provided Only	25.00	\$ 1,968.75
Ultimate Department Header Annual Fee	25.00	\$28,953.75
Recurring Virtual Training- Half Day Block	10.00	\$ 7,875.00
Additional Storage 100 GB	1.00	\$ 2,756.25
Custom Annual Fee- CivicEngage Evolve	1.00	\$33,113.85
4 Year Ultimate Redesign Annual	1.00	\$ 7,062.30
Sub-Site CivicEngage Evolve Annual Fee	1.00	\$12,180.00
SSL Management - CP Provided Only	1.00	\$ 78.75
AudieEye Managed Annual Fee Renewal	1.00	\$36,750.00
CivicEngage-Evolve Custom IdP Integration Annual Fee	1.00	\$ 1,653.75
Design Center Pro Annual Fee	1.00	\$ 7,869.75
CivicEngage Integration Hub- Bucket of 5	1.00	\$ 8,925.00
CivicEngage Integration Hub- Bucket of 10	1.00	\$15,750.00
Platinum Hosting & Security: http://www.readysbc.org	1.00	\$4,713.19
Platinum Hosting & Security: http://www.waterwisesb.org	1.00	\$ 4,713.19
	TOTAL	\$218,871.98

ESTIMATE

3. CONTRACTOR performed the following services between July 11, 2023, and June 30, 2024, for which COUNTY paid CONTRACTOR an aggregate amount of \$941,066.40:

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.watenwisesb.org	1.00	\$ 4,948.85
Platinum Hosting & Security per domain (connect.countyofsb.org)	1.00	\$ 4,961.25
TOTAL		\$ 234,776.82

4. CONTRACTOR shall perform the following services between July 1, 2024, and June 30, 2025 for which COUNTY shall pay CONTRACTOR a maximum aggregate amount of \$1,173,651.19 in accordance with the provisions of this Agreement:



CivicPlus
 302 South 4th St. Suite 500
 Manhattan, KS 66502 US

Client: Santa Barbara County, CA

Bill To: Santa Barbara County, CA

CA – Santa Barbara County – CivicEngage - Statement of Work

QTY	Product Description	Renewal Amount
120	Custom System Development Annual Fee- CivicEngage	36,812.48
26	DNS and Domain Hosting Annual Fee	5,688.57
25	SSL Management – CP Provided Only 1 per domain	2,170.55
25	Ultimate Department Header Annual Fee	31,921.51
10	Recurring Virtual Training (Half Day Block) Annual Fee - CivicEngage	8,682.19
1	Platinum Hosting & Security per domain www.countyofsb.org	5,469.78
1	Additional Storage 100 GB - CivicEngage	3,038.76
1	Custom Annual Fee – CivicEngage Envolv	36,508.02
1	4yr Redesign Ultimate Annual - CivicEngage	7,786.19
1	Hosting & Security Annual – CivicEngage Evolve	1,099.75
1	SSL Management – CP Provided Only 1 per domain (Annually Renews)	86.82
1	AudioEye Managed	40,516.88
1	Custom IdP Integration Annual Fee	1,823.26
1	Design Center Pro Annual – CivicEngage Evolve	8,676.40
1	Bucket of 5 webhook integrations for Integration Hub.	9,839.81
1	Bucket of 10 third party integration for Integration Hub.	17,364.38
1	Platinum Hosting & Security per domain (must be purchased for each) http://www.waterwisesb.org	5,196.29
1	Platinum Hosting & Security per domain http://www.readysbc.org	5,209.31
Annual Recurring Services		USD 227,890.95



CivicPlus
 302 South 4th St. Suite 500
 Manhattan, KS 66502 US

Client: Santa Barbara County, CA

Bill To: Santa Barbara County, CA

CA – Santa Barbara County – CivicEngage - Statement of Work

QTY	Product Description	Renewal Amount
1	Sub-Site Annual Fee: connect.countyofsb.org	3,384.68
1	Platinum Hosting & Security per domain (must be purchased for each) Renewal (connect.countyofsb.org)	1,309.16
Annual Recurring Services		USD 4,693.84