

# Attachment 2

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## Attachment 2

### **AMENDMENT NO. 1 TO NON-STANDARD AGREEMENT BETWEEN COUNTY OF MONTEREY AND ACCELA, INC.**

**THIS AMENDMENT NO. 1** to Non-Standard Agreement No. A-14427 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Accela, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into Non-Standard Agreement No. A-14427 with County on June 27, 2019 (hereinafter, "Agreement") to provide implementation, hosting and maintenance for the subscription services for the Accela software product (hereinafter, "services") through June 30, 2022 for an amount not to exceed \$1,000,026.15; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, the Business Automobile Liability Insurance provision of the Agreement requires an update; and

**WHEREAS**, the Parties wish to amend the original scope of the Agreement to include maintenance and support to the Civic Insight Software Application; and

**WHEREAS**, additional funding is necessary; and

**WHEREAS**, the Parties wish to amend the Agreement to update the Business Automobile Liability Insurance provision and include maintenance and support to the Civic Insight Software Application and increase the amount by \$18,971.16 for a total amount not to exceed \$1,018,997.31 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1.01, of Section 1.0, "General Description", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide implementation, hosting and maintenance for the subscription services for the Accela software product, and include maintenance and support to the Civic Insight Software Application.

2. Amend Paragraph 2.01, of Section 2.0, "Payment Provisions", to read as follows:

County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$1,018,997.31.

3. Amend Section 4.0, "Scope of Services and Additional Provisions", by adding "Exhibit A-1, Scope of Services/Payment Provisions for Maintenance and Support to the Civic Insight Software Application".
4. Amend the Business Automobile Liability Insurance section of Paragraph 9.03 under Section 9.0, "Insurance Requirements", to read as follows:

Business Automobile Liability Insurance, covering all motor vehicles, including leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5. Invoices under this Agreement shall be submitted in accordance with Section 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, MYA#3000\*4490, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR\*

By:   
Contracts/Purchasing Officer


Accela, Inc.  
Contractor's Business Name

Date: 1/27/2020

By:   
(Signature of Chair, President or Vice President)

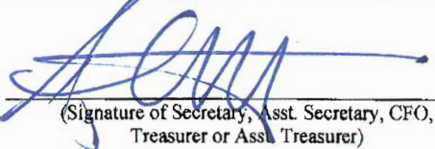
Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

Its: David Kwan, Vice President/Controller  
(Print Name and Title)

By:   
Brian P. Briggs  
Deputy County Counsel

Date: Jan 2, 2020

Date: 1-20-20

By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: CLO + Treasurer  
(Print Name and Title)

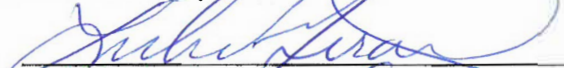
Approved as to Fiscal Provisions

By:   
Auditor/Controller

Date: 01/02/2020

Date: 1/22/2020

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By: 

Name: Leslie J. Girard

Title: 1/31/20

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**MAINTENANCE AND SUPPORT TO THE  
CIVIC INSIGHT SOFTWARE APPLICATION**

<b>Year</b>	<b>Term in Months</b>	<b>Standard Annual Fee</b>	<b>Discount</b>	<b>Adjusted Annual Fee</b>
<b>6 (Partial)</b> (1/16/20 – 6/30/20)	5.49	\$7,400.00	0%	\$3,385.09
<b>7 (1 year)</b> (7/1/20 – 6/30/21)	12	\$7,659.00	0%	\$7,659.00
<b>8 (1 year)</b> (7/1/21 – 6/30/22)	12	\$7,927.07	0%	\$7,927.07
<b>TOTAL:</b>				<b>\$18,971.16</b>