AMENDMENT NO. 5 TO THE AGREEMENT BETWEEN COUNTY OF MONTEREY AND ACCELA, INC.

THIS AMENDMENT NO. 5 to the Agreement 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") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into an Agreement with County on March 25, 2008 (hereinafter, "Agreement") to provide professional services to implement, host, and maintain the Accela Automation software product (hereinafter, "services") through December 31, 2012 for an amount not to exceed \$1,791,726.95; and

WHEREAS, Agreement was amended by the Parties on January 2, 2013 to extend the term for three (3) months through March 31, 2013 with no increase in the Agreement's not to exceed amount (hereinafter, "Amendment No. 1"); and

WHEREAS, Agreement was amended by the Parties on March 8, 2013 to extend the term for three (3) additional years through March 30, 2016 and to increase the Agreement amount by \$623,742.54 which resulted in a not to exceed amount of \$2,415,469.49 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions); and

WHEREAS, Agreement was amended by the Parties on January 28, 2015 to increase the Agreement amount by \$25,021.21 which resulted in a not to exceed amount of \$2,440,490.70 (hereinafter, "Amendment No. 3", including Exhibit A-2 — Scope of Services/Payment Provisions); and

WHEREAS, Agreement was amended by the Parties on October 19, 2015 to increase the Agreement amount by \$4,560.00 which resulted in a not to exceed amount of \$2,445,050.70 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Scope of Services/Payment Provisions); and

WHEREAS, County has an ongoing need for permit tracking; and

WHEREAS, County previously implemented Accela, Inc.'s Permits Plus software throughout multiple County departments for permit tracking; and

WHEREAS, CONTRACTOR discontinued support of the Permits Plus software and replaced the software with the Accela Automation software which provided a complete solution to automate workflow and track information across multiple County departments from a centralized database; and

Amendment No. 5 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services
Term: March 31, 2008 – March 30, 2019
Not to Exceed: \$3,132,392,40

WHEREAS, CONTRACTOR was selected through a Sole Source/Sole Brand justification for this Agreement to upgrade Accela, Inc. software from Permits Plus to Accela Automation throughout multiple County departments to maintain a consistent standardized workflow and permit tracking system at a cost savings to the County; and

WHEREAS, additional time and funding are necessary to allow the CONTRACTOR to continue to provide required annual program maintenance and managed hosting for the Accela Automation software product for an additional three (3) year period; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for three (3) additional years to March 30, 2019 and increase the amount by \$687,341.70 for a total amount not to exceed \$3,132,392.40 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

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

- 1. Amend Paragraph 2, "Performance of the Agreement", by adding "Exhibit A-4, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications (Attachment I)".
- Amend the first sentence of Section 2.0, "Term of Agreement", to read as follows:
 The term shall commence March 31, 2008 through and including March 30, 2019.
- 3. Amend Item 4.1 of Section 4.0, "Compensation and Payments", by adding "4.1.7, Exhibit A-4 within Attachment I".
- Amend Item 4.2 of Section 4.0, "Compensation and Payments", to read as follows:
 The total of this AGREEMENT shall not exceed \$3,132,392.40 during the term of the AGREEMENT.
- 5. Amend Section 1.0, "Professional Services", of Attachment C, "Services Agreement", to read as follows:

CONTRACTOR shall provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work (SOW) in Attachment A; maintenance and modifications described in Exhibit A-1, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications in Attachment F; the purchase, maintenance and hosting of ten (10) additional licenses described in Exhibit A-2, Scope of Services/Payment Provisions for Accela Automation Maintenance in Attachment G; report training described in Exhibit A-3, Scope of Services/Payment Provisions in Attachment H; and maintenance and hosting described in Exhibit A-4, Scope of Services/Payment Provisions in Attachment I.

Amendment No. 5 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services
Term: March 31, 2008 – March 30, 2019
Not to Exceed: \$3,132,392.40

- 6. Amend Paragraph 3.1, "Maintenance Fees", of Section 3.0, "Compensation", of Attachment E, "Maintenance Agreement", to read as follows:
 - In exchange for the Maintenance Services described hereinabove, County will pay to CONTRACTOR the amounts indicated in Exhibit A within Attachment E of the Agreement, Exhibit A-1 within Attachment F of the Agreement, Exhibit A-2 within Attachment I of the Agreement.
- 7. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", of the Agreement. All invoices shall reference the Project name and associated Purchase Order (PO) number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

- 8. All other terms and conditions of the Agreement remain unchanged and in full force.
- 9. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 10. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 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 Date: 3-32/6	Accela, Inc. Contractor's Business Name (Signature of Chair, President or Vice President)
	Its: Rob Cossetti Sr. VP Sales Make (Print Name and Title)
Approved as to Form and Legality Office of the County Counsel	Date: February 18, 2016
By: Deputy County Counsel Date:	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
	Its: John J. Alves, CFO (Print Name and Title)
Approved as to Fiscal Provisions By: Auditor/Controller	(Print Name and Title) Date: February 18, 2016
Date:	
Approved as to Indemnity and Insurance Provision	ns
By: Risk Management	
Date: *INSTRUCTIONS: IF CONTRACTOR is a corporation, including I	imited liability and non-profit corporations, the full local

name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

Amendment No. 5 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services
Term: March 31, 2008 – March 30, 2019
Not to Exceed: \$3,132,392.40

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EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS FOR ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS

ATTACHMENT I

To Agreement by and between County of Monterey, hereinafter referred to as "County" and Accela, Inc., hereinafter referred to as "CONTRACTOR"

The purpose of this Exhibit A - 4 is to extend CONTRACTOR's maintenance and hosting services for three (3) additional years and to allow the County to relinquish certain software licenses that have been determined to be no longer needed in its business operation.

License Modification; Maintenance and Hosting Term

- 1. Effective March 31, 2016, County relinquishes its license rights to Accela Service Request™ (10 named users) software application ("Application"); County will cease all use of the Application and maintenance/hosting obligations for the Application will be ended.
- 2. Deliverables and Compensation: Software maintenance and managed (hosting) services will be extended an additional three (3) years, commencing March 31, 2016 through March 30, 2019, under the following terms:

Deliverables	Unit Price	Fees
Fourth-Additional Term of Annual Maintenance and Support for Accela Automation® Land Management (150 Named Users)	\$519.98	\$77,997.00
Fourth-Additional Term of Annual Maintenance and Support for Accela Wireless/Mobile Office™ (30 Named Users)	\$807.15	\$24,214.50
Fourth-Additional Term of Annual Maintenance and Support for Accela Citizen Access™ (Based Upon 410,206 Population) (Quantity of 3 Modules)	\$3,381.75	\$10,145.25
Fourth-Additional Term of Annual Maintenance and Support for Accela GIS™ (150 Named Users)	\$148.18	\$22,227.00
Fourth-Additional Term of Annual Managed Service Bundle Renewal (Hosting)	\$86,694.32	\$86,694.32
Total of Fees		\$221,278.07
Fifth-Additional Term of Annual Maintenance and Support for Accela Automation® Land Management (150 Named Users)	\$538.18	\$80,727.00
Fifth-Additional Term of Annual Maintenance and Support for Accela Wireless/Mobile Office™ (30 Named Users)	\$835.40	\$25,062.00
Fifth-Additional Term of Annual Maintenance and Support for Accela Citizen Access™ (Based Upon 410,206 Population) (Quantity of 3)	\$3,500.11	\$10,500.33
Fifth-Additional Term of Annual Maintenance and Support for Accela GIS™ (150 Named Users)	\$153.37	\$23,005.50
Fifth-Additional Term of Annual Managed Service Bundle Renewal (Hosting)	\$89,728.62	\$89,728.62
Total of Fees	4.5	\$229,023.45
Sixth-Additional Term of Annual Maintenance and Support for Accela Automation® Land Management (150 Named Users)	\$557.02	\$83,553.00
Sixth-Additional Term of Annual Maintenance and Support for Accela Wireless/Mobile Office™ (30 Named Users)	\$864.64	\$25,939.20
Sixth-Additional Term of Annual Maintenance and Support for Accela Citizen Access™ (Based Upon 410,206 Population) (Quantity of 3)	\$3,622.62	\$10,867.86
Sixth-Additional Term of Annual Maintenance and Support for Accela GIS™ (150 Named Users)	\$158.74	\$23,811.00
Sixth-Additional Term of Annual Managed Service Bundle Renewal (Hosting)	\$92,869.12	\$92,869.12
Total of Fees		237,040.18

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS

Fourth-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2016 through March 30, 2017 and are due on March 31, 2016.

Fifth-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2017 through March 30, 2018 and are due on March 31, 2017.

Sixth-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2018 through March 30, 2019 and are due on March 31, 2018.

TOTAL COST FOR LICENSE MODIFICATION, MAINTENANCE AND HOSTING

\$687,341.70

B. Payment Provisions

The total amount of additional services provided under Amendment No. 5 to the Agreement shall not exceed \$687,341,70.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS FOR ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS

Invoices for maintenance implementation under Amendment No. 5 to the Agreement shall be submitted at the initiation of the maintenance period and shall identify the maintenance period being implemented. Invoices for work products / deliverables shall be submitted when the work product is complete and shall identify the document or work product being delivered. All invoices shall include the following:

PAYMENT PROVISIONS

 Invoice Coversheet for Amendment No. 5 to Agreement Accela, Inc.

Accela Automation Software Maintenance and Modifications

Date: Invoice No. Original Agreement Term: March 31, 2008 - December 31, 2012 Original Agreement Amount: \$ 1,791,726.95 Amendment No. 1: Extension of Term to March 31, 2013 Amendment No. 2: \$ 623,742.54 Extension of Term to March 30, 2016 Amendment No. 3: 25,021.21 4,560.00 Amendment No. 4: Amendment No. 5: \$ 687,341.70 Extension of Term to March 30, 2019 Total Agreement Amount: \$3,132,392.40 For Amendment No. 5: This Invoice: A. Fourth Additional Term of Annual Maintenance for Accela 1. Automation (March 31, 2016 to March 30, 2017) \$ 221,278.07 Fifth Additional Term of Annual Maintenance for Accela Automation (March 31, 2017 to March 30, 2018) \$ 229,023,45 Sixth Additional Term of Annual Maintenance for Accela Automation (March 31, 2018 to March 30, 2019) \$ 237,040.18 \$687,341.70 Grand Total: Remaining Balance Approved as to Work/Payment: Jackson Dy, Departmental Information Systems Manager Date All Invoices Are To Be Sent To: Invoice Billing:

Page 3 of 3

County of Monterey
Resource Management Agency – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Telephone: (831) 755-4800

Accela, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in fleu of such endo	rsom	ont(s	i). Pountes may radinte m 0			arement on th	nis certificate does not	confer	rights to the
PRODUCER	CONTACT NAME:								
Marsh Risk & Insurance Services 1732 North First Street, Suits 400	PHONE								
San Jose, CA 95112				(A/C, No, Ext): (A/C, No):					
Attn: 408-467-5600, F 408-467-5699, CA Ltc I	043715	33	6	ADDRE					
102299337-STND-GAWUE-16-16				INSURER(S) AFFORDING COVERAGE INSURER A: National Fire insurance of Hariford					NAIC#
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Accela, Inc.			ation insurance C			20484			
2633 Camtro Ramon, Suite 120 San Ramon, CA 94583	1		•	-		al Insurance Co	· ·		35289
Carrialilon, Cr. 54003	ta:					el Casually Comp			20443
				MSURE	RE: National L	Inion Fire Insuran	to Co. Of Pittsburgh, PA		19445
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COVERAGES CER	RTIF	CAT	E NUMBER:	SEA	-002701793-08		REVISION NUMBER:0		
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X POLICY PRO- LOC	Ì						GENERAL AGGREGATE	\$	2,000,000
OTHER:	ļ						PRODUCTS - COMP/OP AGG	8	2,000,000
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C WORKERS COMPENSATION C AND EMPLOYERS' LIABILITY Y/N			6013699003	- 1	09/01/2015	09/01/2018	X PER OTHER		
ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		6013896997	-	09/01/2015	09/01/2015	E.L. EACH ACCIDENT	\$	1,000,000
(findatary in NI)							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
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INSURED NAME AND ADDRESS ACCELA, INC. 2633 CAMINO RAMON SUITE 120 BAN RAMON, CA 94583-9132

POLICY CHANGES

CG2010Additional Insured-0704

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

FOLICY NUMBER: 4034953606

COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES

168 WEST ALISAL STREET, 2ND FL. SALINAS, CA 93901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

Page 1 of 2

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G-56015-B (ED. 11/91)

Justine Konth

IMSURED NAME AND ADDRESS ACCELA, INC. 2633 CAMINO RAMON SUITE 120 SAN RAMON, CA 94563-9132

POLICY CHANGES
CG2010Additional Insured-0704

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the affactive date of your Policy, unless another effective date is shown.

Your acts or omissions; or
 The acts or omissions of those acting on your behalf; in the performance of your engoing operations for the additional insured(s) at the location(s) designated above.
 With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 This insurance does not apply to "bodily injury" or "property damage" occurring after:

 All work, including materials, parts or equipment furnished in connection with such work, on the project

(other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been complated; or 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Page 2 of 2

Therman of the Board

G-56015-B (ED, 11/91)

Justine Kantha

IMSURED NAME AND ADDRESS ACCELA, INC. 2633 CAMINO RAMON SUITE 120 SAN RAMON, CA 94583-9132

POLICY CHANGES CG2037Additional Insured-0704

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the affactive date of your Policy, unless another effective date is shown.

POLICY NUMBER: 4034953606

COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Location And Description Of Or Organization(s): Completed Operations

COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES

168 WHST ALISAL STREET, 2ND FL, SALIMAS, CA 93901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

C9 20 37 07 D4

Thomas of the Board

G-56015-B (ED. 11/91)

Jakhan Kanton

INSURED NAME AND ADDRESS ACCELA, INC. 2533 CAMINO RAMON SUITE 120 SAN RAMON, CA 94583-9132

POLICY CHANGES CG2037Additional Insured-0704

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

A ISO Properties, Inc., 2004

Plasmosi of, Molames

G-56015-B (ED. 11/91)

Jarthan Kanton

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

County of Monterey, its agents, officers and employees 168 West Alisal Street, 2nd Ft Selinas, CA 98901

Information required to complete this Schedule, If not shown above, will be shown in the Declarations.

- A. Section II Who is An insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However.

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- 2. This insurance does not apply to:
 - Bodily injury," "property damage" or "personal end advantising injury" arising out of operations performed for the federal government, state or municipality; or
 - Bodily injury" or "property damage" included within the "products-completed operations hazard."
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:
- whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional Insured is a Named Insured under such other insurence; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



COMMERCIAL AUTO CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is An insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countereigned By:
Named Insured:	
	(Authorized Representative)

SCHEDULE

Name of	Per	son(s) of Org Monterby	janization(s , its ac): ents,	officers	and	employees	1984 (1984 (1984 <u>1984 1984 1984 1984 1984 1984 1984 1984 </u>	
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form.

COCCI PROFICE CONTINUE



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows: SCHEDULE

Name of Additional Insured Persons Or Organizations									
County of Mon	terey, its agents, offic	ers and employees			· · · · · · · · · · · · · · · · · · ·				
				<i>2</i>)	84				
	*	•				uni.			
			411						

- 1. In conformance with paragraph A.1.c. of Who is An Insured of Section II LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

CNA71527XX (10/12) Page 1 of 1

Insured Name: Accela, Inc.

Policy No: 6013899017

INSURED NAME AND ADDRESS ACCELA, INC. 2633 CAMINO RAMON SUITE 120

SAN RAMON, CA 94583-9132

POLICY CHANGES WAIVER OF SUBROGATION

This Change Endorsement changes the Policy. Please read it carafully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

It is agreed that the Waiver of Subrogation has been added in favor of the following name(s):

Form #: CA0444 Title: WAIVER OF SUBROGATION

Mame: CITY OF SACRAMENTO ITS OFFICIALS, AGENTS AND EMPLOYERS

FOTE #: CAU444 Title: WAIVER OF SUBROGATION

Name: COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES

Form #: CA0444 Title: WAIVER OF SUBROGATION

Name: MULTNOMAH COUNTY

Homes of Hotamas

G-56015-B (ED. 11/91)

Jathan Kanton

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director
John Guertin, Acting Deputy Director
Daniel Dobrilovic, Acting Building Official
Carl P. Holm, AICP, Director of Planning
Benny J. Young, Interim Director of Public Works & Facilities



168 W. Alisal Street, 2nd Floor Salinas, California 93901 (831)755-4800 www.co.monterey.ca.us/rma

MEMORANDUM

Date:

April 5, 2016

To:

Gail T. Borkowski

Clerk of the Board of Supervisors

From:

Dalia M. Mariscal-Martinez

Management Analyst II

Subject:

AMENDMENT NO. 5 TO AGREEMENT NO. A-11132 BETWEEN ACCELA, INC. AND

THE COUNTY OF MONTEREY FOR IMPLEMENTATION, HOSTING AND

MAINTENANCE OF THE ACCELA AUTOMATION SOFTWARE PRODUCT

Please find attached and for your records, a fully executed original of Amendment No. 5 to Agreement No. A-11132 between Accela, Inc. and the County of Monterey for the services referenced above. Amendment No. 5 to Agreement No. A-11132 was approved by the Board of Supervisors on March 22, 2016.

If you have any questions, please contact Shelley Dickinson at Ext. #4832. Thank you.

DMM/sd

Attachments:

Executed Amendment No. 5 to Agreement – 1 Original

Board Order for Amendment No. 5 to the Agreement, Passed and Adopted on 03/22/16 – 1 Copy