

Attachment A
Amendment No. 2 to
Agreement No. A-11132
With Accela, Inc.

Accela Contract and Fees
PD080216

**AMENDMENT NO. 2
TO THE AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCELA, INC.**

THIS AMENDMENT NO. 2 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 County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into an Agreement with County on March 25, 2008 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on January 2, 2013 (hereinafter, "Amendment No. 1"); and

WHEREAS, all tasks have been completed for the implementation, hosting and maintenance of the Accela Automation Software product; and

WHEREAS, additional services associated with annual program maintenance, managed hosting and post-implementation services associated with unforeseen maintenance and modifications are required for the Accela Automation Software product; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$623,742.54 and extend the term to March 30, 2016 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend Paragraph 2, "Performance of the Agreement", by adding "Exhibit A-1, Scope of Services for Accela Automation Maintenance (Attachment F)".
2. Amend the first and second sentence of Section 2.0, "Term of Agreement", to read as follows:

The initial term shall commence March 31, 2008 through and including March 30, 2016. County may elect to extend this AGREEMENT on an "as needed" basis to allow for maintenance and modifications to the Accela Automation software product.

3. Amend Item 4.1 of Section 4.0, "Compensation and Payments", by adding "4.1.4, Exhibit A-1 within Attachment F".

Amendment No. 2 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services Department
Term: March 31, 2008 – March 30, 2016
Not to Exceed: \$2,415,469.49

4. Amend Item 4.2 of Section 4.0, "Compensation and Payments", to read as follows:

The total of this AGREEMENT shall not exceed \$2,415,469.49 during the term of the AGREEMENT.

5. Amend the first sentence in Section 2.0, "System Administration and Security" of Attachment B, "Hosting Agreement", to read as follows:

From the effective date of the AGREEMENT through March 30, 2016, the Hosted Applications will be hosted by CONTRACTOR on CONTRACTOR-owned equipment at a physically secure commercial hosting facility with responsibility assumed by CONTRACTOR.

6. Amend Section 5.0, "Hosting Fee", of Attachment B, "Hosting Agreement", to read as follows:

In exchange for the Hosting Services described hereinabove, County shall pay CONTRACTOR, over the initial term of the contract (5 years) in the amount of \$375,000.00 and the extended term of the contract (3 years) in the amount of \$239,884.90, for a total Hosting Fee not to exceed a total of \$614,884.90.

7. Amend Section 1.0, "Professional Services", of Attachment C, "Services Agreement", to read as follows:

CONTRACTOR shall provide the implementation, data conversation, and/or training services ("Professional Services") described in the Statement of Work (SOW) in Attachment A and maintenance and modifications described in Exhibit A-1, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications in Attachment F.

8. Amend Item 3.1 in Section 3.0, "Compensation", of Attachment E, "Maintenance Agreement", to read as follows:

Maintenance Fees In exchange for the Maintenance Services described hereinabove, County will pay to CONTRACTOR the amounts indicated in Exhibit A and Exhibit A-1.

9. All other terms and conditions of the Agreement remain unchanged and in full force.
10. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services Department
Term: March 31, 2008 – March 30, 2016
Not to Exceed: \$2,415,469.49

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the last date opposite the respective signatures below:

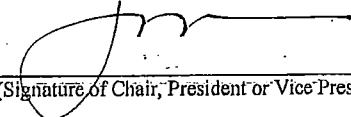
COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Accela, Inc.
Contractor's Business Name

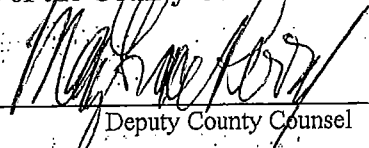
Date: _____

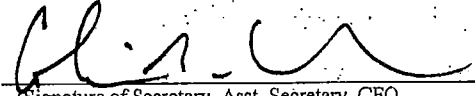
By: 
(Signature of Chair, President or Vice President)

Its: Julian D. Munoz, V.P. Procurement
(Print Name and Title)

Approved as to Form and Legality
Office of the County Counsel

Date: January 16, 2013

By: 
Deputy County Counsel

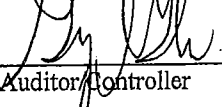
By: 
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date: 1-24-13

Its: Colin M. Samuels, Asst. Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

Date: January 16, 2013

By: 
Auditor/Controller

Date: 1-22-13

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal 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. 2 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA - Planning and Building Services Department
Term: March 31, 2008 - March 30, 2016
Not to Exceed: \$2,415,469.49

**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

ATTACHMENT F

County of Monterey Proposal
(Expires March 30, 2013)

The purpose of this Proposal for County of Monterey, California ("County") is to: a) extend maintenance and hosting services for three (3) additional years and to allow the County to relinquish certain software licenses that have been determined are no longer needed in its business operation; and b) set an hourly rate for additional services associated with unforeseen maintenance and modifications.

A. License Modification: Maintenance and Hosting Term

1. Licenses Relinquished Effective March 30, 2013, County relinquishes its license rights to Accela Licensing™ and Accela IVR™ software applications (the "Applications"), which it licensed from Accela; County will cease all use of the Applications on or before the effective date. Within ten (10) business days from the effective date, County will a) irretrievably delete and/or destroy all instances of the Applications in any and all server and client computers and in any and all backup media owned, controlled, or used by County; b) destroy all physical documentation and physical media received by County from Accela. County's maintenance and hosting obligations for the relinquished licenses will be ended by Accela. No refund or credit will be given for the relinquished licenses or prior year's maintenance or hosting fees.

2. Deliverables and Compensation Software maintenance and managed (hosting) services will be extended for a term of three (3) years, commencing March 31, 2013 through March 30, 2016, under the following terms:

<u>Deliverables</u>	<u>Fees</u>
First-Additional Term of Annual Maintenance for Accela Automation® Land Management (150 Named Users)	\$70,348.95
First-Additional Term of Annual Maintenance for Accela Service Request™ (10 Named Users)	\$8,277.94
First-Additional Term of Annual Maintenance for Accela Wireless/Mobile Office™ (10 Named Users)	\$9,312.93
First-Additional Term of Annual Maintenance for Accela Citizen Access™ (Based Upon 410,206 Population)	\$9,150.44
First-Additional Term of Annual Maintenance for Accela GIS™ (150 Named Users)	\$20,047.95
First-Additional Term of Annual Managed Service (Hosting)	\$77,227.15
Total of Fees	\$194,365.36
Second-Additional Term of Annual Maintenance for Accela Automation® Land Management (150 Named Users)	\$72,811.16
Second-Additional Term of Annual Maintenance for Accela Service Request™ (10 Named Users)	\$8,567.67
Second-Additional Term of Annual Maintenance for Accela Wireless/Mobile Office™ (10 Named Users)	\$9,638.88
Second-Additional Term of Annual Maintenance for Accela Citizen Access™ (Based Upon 410,206 Population)	\$9,470.71
Second-Additional Term of Annual Maintenance for Accela GIS™ (150 Named Users)	\$20,749.63
Second-Additional Term of Annual Managed Service (Hosting)	\$79,930.10
Total of Fees	\$201,168.15

**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

Third-Additional Term of Annual Maintenance for Accela Automation® Land Management (150 Named Users)	\$75,359.55
Third-Additional Term of Annual Maintenance for Accela Service Request™ (10 Named Users)	\$8,867.54
Third-Additional Term of Annual Maintenance for Accela Wireless/Mobile Office™ (10 Named Users)	\$9,976.24
Third-Additional Term of Annual Maintenance for Accela Citizen Access™ (Based Upon 410,206 Population)	\$9,802.18
Third-Additional Term of Annual Maintenance for Accela GIS™ (150 Named Users)	\$21,475.87
Third-Additional Term of Annual Managed Service (Hosting)	\$82,727.65
Total of Fees	\$208,209.03

First-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2013 through March 30, 2014 and are due on March 31, 2013.

Second-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2014 through March 30, 2015 and are due on March 31, 2014.

Third-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2015 through March 30, 2016 and are due on March 31, 2015.

TOTAL COST FOR LICENSE MODIFICATION, MAINTENANCE AND HOSTING \$603,742.54

B. Additional Services

- The County intends to allocate a not to exceed amount of twenty thousand dollars (\$20,000.00) for additional post-implementation services associated with unforeseen maintenance and modifications. For a period of three (3) years from the effective date of the Amendment, Accela shall provide additional services as may be requested from time-to-time by the County, on a time and materials rate of \$185/hour for services performed in 2013, \$190/hour for services performed in 2014, and \$195/hour for services performed in 2015. As actual services are identified by the County, the parties shall mutually agree upon a statement of work.

TOTAL COST FOR ADDITIONAL SERVICES \$20,000.00

C. Payment Provisions

The total amount of additional services provided under Amendment No. 2 to the Agreement shall not exceed \$623,742.54.

**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

PAYMENT PROVISIONS

Invoices for maintenance implementation under Amendment No. 2 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:

1. **Invoice Coversheet for Amendment No. 2 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 #1: Extension of Term to March 31, 2013

Amendment #2: \$ 623,742.54
 Extension of Term to March 30, 2016

Total Agreement Amount: \$ 2,415,469.49

For Amendment No. 2:

<i>This Invoice:</i>	A.	1.	<i>First Additional Term of Annual Maintenance for Accela Automation</i>	<u>\$ 194,365.36</u>
		2.	<i>Second Additional Term of Annual Maintenance for Accela Automation</i>	<u>\$ 201,168.15</u>
		3.	<i>Third Additional Term of Annual Maintenance for Accela Automation</i>	<u>\$ 208,209.03</u>
	B.	1.	<i>Additional Services – Unforeseen Maintenance and Modifications</i>	<u>\$ 20,000.00</u>
<i>Grand Total:</i>				<u>\$623,742.54</u>

Invoice Billing: All Invoices Are To Be Sent To:
 Jaime Martinez, Accounting Technician
 County of Monterey - Resource Management Agency
 Finance Division
 168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
 Telephone: (831) 755-4829

Remaining Balance \$ _____

Approved as to Work/Payment: _____
 Jackson Dy, Departmental Information Systems Manager Date _____