AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN COUNTY OF MONTEREY AND ACCELA, INC.

THIS AMENDMENT NO. 3 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") 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 March 8, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions) and incorporated into the Agreement by this reference; and

WHEREAS, the County has a continued need to utilize the Accela Automation Software products provided by the CONTRACTOR; and

WHEREAS, the County has identified a need to purchase ten (10) additional Accela Wireless/Mobile Office licenses and associated maintenance and hosting services; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$25,021.21 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

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

- 1. Amend Paragraph 2, "Performance of the Agreement", by adding "Exhibit A-2, Scope of Services for Accela Automation Maintenance (Attachment G)".
- 2. Amend Item 4.1 of Section 4.0, "Compensation and Payments", by adding "4.1.4, Exhibit A-2 within Attachment G".
- 3. Amend Item 4.2 of Section 4.0, "Compensation and Payments", to read as follows:

The total of this AGREEMENT shall not exceed \$2,440,490.70 during the term of the AGREEMENT.

Amendment No. 3 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, 2016
Not to Exceed: \$2,440,490,70

- 4. 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; maintenance and modifications described in Exhibit A-1, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications in Attachment F; and 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.
- 5. Amend Item 3.1 in Section 3.0, "Compensation", of Attachment E, "Maintenance Agreement", to read as follows:
 - Maintenance Fees In exchange for Maintenance Services described hereinabove and for the purchase of ten (10) additional licenses, County will pay to CONTRACTOR the amounts indicated in Exhibit A, Exhibit A-1, and Exhibit A-2.
- 6. All other terms and conditions of the Agreement remain unchanged and in full force.
- 7. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 8. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY	CONT	RACTOR*
By: Contracts/Purchasing Officer		Accela, Inc. Contractor's Business Name
Date: 128/15	By:	(Signature of Chair, Provident or Vice President)
	Its:	Milch Brodley, VP Business Development (Print Name and Title)
Approved as to Form and Legality Office of the County Counsel	Date:	
By: Unity County Counsel	Ву:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Date: 15	Its:	Colin M. Samuels, Asst. Corp. Sec. (Print Name and Title)
Approved as to Fisca Provisions	Date:	,
By: Auditor/Controller	Dute.	18 December 2014
Date:		
Approved as to Indemnity and Insurance Provisio	ns	
By: Risk Management		
Date: *INSTRUCTIONS: IF CONTRACTOR is a corporation, including li	imited liabi	lity 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. 3 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, 2016 Not to Exceed: \$2,440,490.70

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EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT G

Accela, Inc. will provide an additional ten (10) licenses for Accela Wireless/Mobile Office to the County of Monterey at a purchase price of \$18,691.50. Annual maintenance and hosting for the new additional ten (10) licenses for a prorated term of January 27, 2015 to March 30, 2015 will be provided at a cost of \$931.71. Maintenance and hosting for the ten (10) additional licenses for the annual term of March 31, 2015 through March 30, 2016 will be provided at a cost of \$5,398.00.

- A. Scope of Services: License Purchase, Maintenance and Hosting
- Deliverables and Compensation: Software purchase and Software maintenance and hosting for Accela Wireless/Mobile Office for ten (10) additional licenses will be provided for a term commencing January 27, 2015 through March 30, 2016, under the following terms:

Deliverables		Fees
Purchase of -Additional Licenses for Accela Wirel 15% discount	\$18,691.50	
First pro-rated term of Annual Maintenance and I Accela Wireless/Mobile Office™ (10 Named User 30, 2015		\$931.71
	Total of Fees	\$19,623.21
Second term of Annual Maintenance and Hosting Accela Wireless/Mobile Office™ (10 Named User 2016	\$5,398.00	
	Total of Fees	\$5,398.00
	Grand Total of Fees	\$25,021.21

B. <u>Payment Provisions</u>

The total amount of additional purchase, maintenance and hosting services provided under this Amendment No. 3 to the Agreement shall not exceed the amount of \$25,021.21 for a total Agreement amount not to exceed \$2,440,490.70.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/10/2014

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(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

C	e terms and conditions of the policy ertificate holder in lieu of such endo	rsem	tain j ent(s	policies may require an ei).	ndorse	ement. A sta	tement on th	nis certificate does not o	onfer	rights to the
PRODUCER Marsh Risk & Insurance Services				CONTACT NAME:						
1	1732 North First Street, Suite 400				PHONE					
San Jose, CA 95112					(A/C, No, Ext): (A/C, No): E-HAIL ADDRESS:					
l										
102	98337-STND-GAWU-14-15				INSURER(8) AFFORDING COVERAGE INSURER A : National Fire Insurance of Hartford					NAIC #
INSL					Broomary.					20508
	Accela, Inc. 2633 Camino Ramon, Suite 120				INSURER B: Validy Folgo Insulation Co 2000 INSURER C: Continental Insurance Co 35289					
1	San Ramon, CA 94583									20443
l										19445
					INSUR	-NE				10110
CO	VERAGES CER	TIFI	CAT	E NUMBER:		-002490977-08		REVISION NUMBER: 0		1
TI	IS IS TO CERTIFY THAT THE POLICIES	S OF	INSU	RANCE LISTED BELOW HAS	VE REE	N ISSUED TO	THE INSURE	ED NAMED ABOVE FOR T	HE POI	ICY PERIOD
CE	DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY ICLUSIONS AND CONDITIONS OF SUCH	PER POLI	REME FAIN, ICIES.	INT, TERM OR CONDITION THE INSURANCE AFFORDS LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPE	AT TO	TAR HOLL THE
INSR LTR	TYPE OF INSURANCE	INSR	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5	
Α	GENERAL LIABILITY			4034953606		09/01/2014	09/01/2015	EACH OCCURRENCE	s	1,000,000
	X COMMERCIAL GENERAL LIABILITY		1					DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	s	5,000
								PERSONAL & ADVINJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO- LOC							THOSE OF THE POP AGE	5	2,000,000
В	AUTOMOBILE LIABILITY			6013899017		09/01/2014	09/01/2015	COMBINED SINGLE LIMIT	<u>: </u>	1,000,000
	X ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	1,000,000
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X AUTOS X AUTOS AUTOS							PROPERTY DAMAGE	\$	
	_ Acids							(Per accident)	\$	
D	X UMBRELLA LIAB X OCCUR			4034954156		09/01/2014	09/01/2015	EACH OCCUPETAINS		10,000,000
	EXCESS LIAB CLAIMS-MADE							EACH OCCURRENCE	\$	10,000,000
	DED RETENTIONS	1						AGGREGATE	\$	10,000,000
С	WORKERS COMPENSATION			6013899003		09/01/2014	09/01/2015	X WC STATU- OTH-	\$	
С	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	,		6013898997	3	09/01/2014	09/01/2015			1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE NOFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA						E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE		1,000,000
E	Errors & Omissions			01-546-13-29		09/01/2014	09/01/2015		\$	
-	and a division			01.040-13-23		09/01/2014		Limits		5,000,000
								SIR		75,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ttech	ACORD 101. Additional Remarks S	chedule	If more posse to	reguland\			
Certifi	ate holder is additional insured with respects to Ger	eral Lia	ability w	there required by written contract.	MII COUIE	, it more apace is	required)			
	•	•								
^==	TELEVISION DE									
CEN	TIFICATE HOLDER				CANC	ELLATION				
Monterey County, California 168 West Alisal Street, 2nd Fi Sailnas, CA 93901				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services						
	1					Daniel Yim				
						• • • • • • • • • • • • • • • • • • • •	38-2010 ACC	ORD CORPORATION.		its reserved

INSURED 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 effective 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 WEST ALISAL STREET, 2ND FL, SALINAS, 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".

CG 20 37 07 04

Thomas of Motormes

Justin Kanton Societary

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

INSURED 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 effective date of your Policy, unless another effective date is shown.

Á ISO Properties, Inc., 2004

Thomas of Motorne

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

Justin Kanton

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

POLICY 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



Justin Kanton Sacratury

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

- Your acts or omissions; or
 The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. 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:
 - 1. 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 completed; or
 - of the covered operations has been completed; 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



Chairman of the Board

Joshan Kanton



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) Or Organization(s):							
COUNTY OF MONTEREY, Its a	gents, officers and employee	s					
	Location(s) Of Covered Operations						
,							

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 "productscompleted operations hazard."



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 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 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:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - **b.** "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.

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 insurance; 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.



FROM - POLICY PERIOD - TO

09/01/2015

09/01/2014

Technology Initiative

Business Auto

Endorsement Declaration

POLICY NUMBER C 6013899017

CY NUMBER COVERAGE PROVIDED BY

VALLEY FORGE INSURANCE COMPANY

333 S. WABASH

CHICAGO, IL. 60604

INSURED NAME AND ADDRESS

ACCELA, INC.

2633 CAMINO RAMON

SUITE 120

SAN RAMON, CA 94583-9132

AGENCY NUMBER

939838

AGENCY NAME AND ADDRESS

MARSH USA INC

SUITE 1300

345 CALIFORNIA STREET SAN FRANCISCO, CA 94104 Phone Number: (415)743-8000

BRANCH NUMBER

250

BRANCH NAME AND ADDRESS

SAN FRANCISCO

555 MISSION ST., STE 200 SAN FRANCISCO, CA 94105 Phone Number: (415)932-7500

This endorsement changes your policy. Please read it carefully.

This endorsement results in no change in premium.

Audit Period is Not Auditable



INSURED NAME AND ADDRESS

ACCELA, INC.

2633 CAMINO RAMON

SUITE 120

SAN RAMON, CA 94583-9132

FORMS AND ENDORSEMENTS SCHEDULE

The following forms have been added to this policy.

FORM NUMBER

FORM TITLE

G56015B

11/1991

G56015B

11/1991

ENDORSEMENT EFFECTIVE 10/3/2014 ENDORSEMENT EFFECTIVE 10/3/2014

The following forms have been changed.

FORM NUMBER

FORM TITLE

CA2048

02/1999

Designated Insured

Countersignature



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

Name of Person(s) or Organization(s):

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:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

	COUNTY	OF	MONTEREY	, its	agents,	officers	and	embrokees	
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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.

50020001760138990172162





ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

SCHEDULE

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

Name of Additional Insured Persons Or Organizations County of Monterey, its agents, officers and employees

- 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

Effective Date: 12/03/2014