

**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.

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

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**

**CONTRACTOR\***

By: [Signature]  
Deputy Contracts/Purchasing Officer

Accela, Inc.  
Contractor's Business Name

Date: 1/28/15

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

Its: Mitch Bradley, VP Business Development  
(Print Name and Title)

**Approved as to Form and Legality  
Office of the County Counsel**

Date: 18 December 2014

By: [Signature]  
Sr. Deputy County Counsel

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

Date: 1/7/15

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

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 18 December 2014

Date: 1-7-15

**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. 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



**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 pro-rated 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

1. 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:

<b>Deliverables</b>	<b>Fees</b>
Purchase of -Additional Licenses for Accela Wireless/Mobile Office™ (10 Named Users) at 15% discount	\$18,691.50
First pro-rated term of Annual Maintenance and Hosting for the new additional purchased Accela Wireless/Mobile Office™ (10 Named Users) beginning January 27, 2015 – March 30, 2015	\$931.71
<b>Total of Fees</b>	<b>\$19,623.21</b>
Second term of Annual Maintenance and Hosting for the ten (10) additional licenses of Accela Wireless/Mobile Office™ (10 Named Users) beginning March 31, 2015 – March 30, 2016	\$5,398.00
<b>Total of Fees</b>	<b>\$5,398.00</b>
<b>Grand Total of Fees</b>	<b>\$25,021.21</b>

B. Payment Provisions

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.



POLICY NUMBER  
C 4034953606

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 F. Holman*  
Chairman of the Board

*Jonathan Keaton*  
Secretary

POLICY NUMBER  
C 4034953606

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.

© ISO Properties, Inc., 2004

---



*Thomas F. Holman*  
Chairman of the Board

*Jonathan Kantor*  
Secretary

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



POLICY NUMBER  
C 4034953606

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

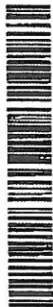
COUNTY OF MONTEREY, ITS AGENTS,  
OFFICERS AND EMPLOYEES

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

  
*Thomas F. Motamed*  
Chairman of the Board

*Jonathan Kantor*  
Secretary

POLICY NUMBER  
C 4034953606

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.

1. Your acts or omissions; or
  2. 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
  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



*Thomas F. Mohamed*  
Chairman of the Board

*Jordan Kauter*  
Secretary



POLICY NUMBER: 4034953606

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
COUNTY OF MONTEREY , Its agents, officers and employees

<b>Location(s) Of Covered Operations</b>

00020000640349536063170

**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."



**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**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b></p> <p style="text-align: center;">County of Monterey, its agents, officers and employees 168 West Alisal Street, 2nd Fl Salinas, CA 93901</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**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:

1. 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:

- a. 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.



## Technology Initiative

Business Auto

Endorsement Declaration

<b>POLICY NUMBER</b> C 6013899017	<b>COVERAGE PROVIDED BY</b> VALLEY FORGE INSURANCE COMPANY 333 S. WABASH CHICAGO, IL. 60604	<b>FROM - POLICY PERIOD - TO</b> 09/01/2014 09/01/2015
	<b>INSURED NAME AND ADDRESS</b> ACCELA, INC. 2633 CAMINO RAMON SUITE 120 SAN RAMON, CA 94583-9132	
<b>AGENCY NUMBER</b> 939838	<b>AGENCY NAME AND ADDRESS</b> MARSH USA INC SUITE 1300 345 CALIFORNIA STREET SAN FRANCISCO, CA 94104 Phone Number: (415)743-8000	
<b>BRANCH NUMBER</b> 250	<b>BRANCH NAME AND ADDRESS</b> 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



POLICY NUMBER  
C 6013899017

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	ENDORSEMENT EFFECTIVE 10/3/2014
G56015B	11/1991	ENDORSEMENT EFFECTIVE 10/3/2014

The following forms have been changed.

FORM NUMBER		FORM TITLE
CA2048	02/1999	Designated Insured

---

Countersignature

  
Chairman of the Board

  
Secretary



POLICY NUMBER: 6013899017

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:	Countersigned By:
Named Insured:	(Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**  
 COUNTY OF MONTEREY , its agents, officers and employees

(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.

5002001760138990172162







## 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 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.