

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Accela, Inc.
 (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Software subscription in a vendor hosted environment for Envision Connect and Accela platform, technical support, and maintenance.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 431,088.81 DS
Alt

DocuSigned by:
 Brad Leaky
 5D53F207F44A476...

8/10/2021

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2021 to August 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.** DS
Alt

DocuSigned by:
 Brad Leaky
 5D53F207F44A476...

8/10/2021

3.02 DS
Alt

DocuSigned by:
 Brad Leaky
 5D53F207F44A476...

8/12/2021

8/11/2021

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Accela, Inc. Privacy Policy
 Exhibit C - Schedule of Rates
 Exhibit D - Modification to Agreement Provisions



Accela, Inc.
 Software subscription for Accela
 Agreement ID: Software Products 2021 - 2024

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 [REDACTED]

DocuSigned by:

 5053F207F44A476...

8/12/2021

DS


8/11/2021

DocuSigned by:
Brad Leaky
5D53F207F44A476...

8/12/2021

7.02

[REDACTED]

DocuSigned by:
Laron Haggart
A04499D928344D8...

8/11/2021

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

Accela, Inc.
Software subscription for Accela
Software Products 2021 - 2024

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, 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 \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, 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.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5

[REDACTED]

DocuSigned by:
Brad Leaky
5D53F207F44A476...

8/12/2021

DS
Alt

8/11/2021

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Sarah House Departmental Information Systems Mgr	General Counsel
Name and Title 1270 Natividad Road Salinas, Ca. 93906	Name and Title 2633 Camino Ramon, Suite 500 San Ramon, CA 94583
Address 831-755-4531	Address 925-659-3200
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06

[REDACTED]

DocuSigned by:
Laron Haggarty
A04496D928344D8...

8/12/2021

8/11/2021

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: 8/30/2021 | 7:55 AM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Deputy Counsel Counsel

Date: 8/12/2021 | 4:43 PM PDT

Approved as to Fiscal Provisions

By: _____
Chief Deputy Auditor-Controller

Date: 8/12/2021 | 6:24 PM PDT

Approved as to Liability Provisions

Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

Accela, Inc.

Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President) *

Brad Leahy

Vice President

Date: 8/10/2021

Name and Title

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

Aaron Haggarty

Chief Legal Officer

Date: 8/10/2021

Name and Title

Date: 8/10/2021

County Board of Supervisors' Agreement Number: A-15493, approved on (date): 8/24/21

*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.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A – SCOPE OF SERVICES

SCOPE OF SERVICES
To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Accela, Inc., hereinafter referred to as “CONTRACTOR”

1. DEFINITIONS

1.1 **“Account”** means a unique account established by County to enable its Authorized Users to access and use the Subscription Services.

1.2 **“Authorized User”** means one individual natural person, authorized by County to use the Subscription Service and for whom County has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to County’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.

1.3 **“County Data”** means any and all content, eDocuments, materials, data and information that County, its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between County and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts. County Data does not include any component of the Subscription Services or material provided by or on behalf of Accela.

1.4 **“County”** means the entity that purchases a subscription to the Subscription Service, directly from Accela or through an authorized reseller, distributor, or other channel partner of Accela.

1.5 **“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.6 **“Optional Subscription Services”** mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Accela or through an authorized reseller or partner of Accela, as more particularly described or identified in the applicable Order Form.

1.7 **“Order Form”** means written orders provided by Accela that sets forth the pricing and options of the Subscription Services (or, where applicable, to purchase Optional Subscription Services).

1.8 **“Subscription Service(s) or Service”** means the cloud-based network security service(s) for which County has obtained a subscription either directly from Accela or through an authorized reseller or other partner of Accela, as more particularly described in the applicable agreement or order under which such subscription was obtained. Unless otherwise specified herein or other applicable contractual terms, all references to “Subscription Service(s)” will be deemed to include any and all Optional Subscription Services.

1.9 **“Software”** means any software (including client software for Authorized Users’ devices) that Accela makes available for download or otherwise provides for use with the Subscription Service.

1.10 **“Specifications”** means the online specifications for the Subscription Service attached as Exhibit A and

incorporated as part of this Agreement, which may be updated from time to time by Accela upon prior written notice to County, any such changes shall not materially diminish or denigrate the Service.

1.11 “**Subscription Period(s)**” means the duration of County’s and Authorized User’s active, paid access to the Subscription Service, as designated in the Order Form(s).

1.12 “**Supported Modification**” means a configuration of or modification to the Subscription Service requested by County that can be consistently supported by Accela, does not require direct database changes and is capable of being tested and maintained by Accela.

2. USAGE AND ACCESS RIGHTS

2.1. Right to Access. Accela hereby grants to County a limited, non-exclusive, non-transferrable right to (a) access and use the Services and (b) implement, configure and permit its Authorized Users to access and use the Services during the Subscription Period, solely for its and its affiliates’ internal business purposes, and in accordance with the Specifications. County may purchase the Services by submitting Order Forms. No Order Form will be deemed accepted by the Parties unless and until Accela accepts such Order Form in writing. Upon Order Form acceptance and subject to County’s payment of the corresponding Services fees, Accela will make the Services available to County. Any terms and conditions contained in any quote, invoice, purchase Order Form or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Accela with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. County will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of County’s obligations under this Agreement, and County is responsible for their acts and omissions relating to the Agreement as though they were those of County.

2.2. Restrictions on Use. County shall not, and shall not permit its Authorized User, employees, contractors or agents to, do the following with respect to the Subscription Services:

- 2.2.1. Make the Subscription Service available to anyone other than Authorized Users;
- 2.2.2. Use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds County’s authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
- 2.2.3. License, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Accela;
- 2.2.4. Use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
- 2.2.5. Access or use the Subscription Services for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;
- 2.2.6. Obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);
- 2.2.7. Create derivative works based on the Subscription Service;
- 2.2.8. Reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or

framing on County's own intranets or otherwise for County's internal business purposes in accordance with Accela's applicable documentation;

2.2.9. Interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Accela assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services.

2.2.10 Use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3).

2.3. Data Usage and Storage. The Subscription Service is provided with a limit of two point five tera bites (2.5TB) of data storage for all cloud environments. Additional storage can be purchased from Accela by County in blocks of five hundred gigabytes (500GB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Accela will initiate its data retention processes, including the deletion of County Data from systems directly controlled by Accela. Accela's Data Storage Policy can be accessed <https://accela.box.com/v/DataStoragePolicy> attached as Exhibit B and incorporated as part of this Agreement, which may be updated from time to time by Accela upon prior written notice to County, any such changes shall not materially diminish or denigrate the Service.

2.4. Accela's Responsibilities. Accela will: (i) make the Subscription Services available to County pursuant to this Agreement and any applicable Order Forms; (ii) provide to County support related to the Subscription Service in accordance with the Accela Support Terms accessible at <https://accela.box.com/SaaSsupportPolicy> attached as Exhibit C and incorporated as part of this Agreement, which may be updated from time to time by Accela upon prior written notice to County, any such changes shall not materially diminish or denigrate the Service;

and (iii) provide the Subscription Service only in accordance with applicable laws and government regulations.

2.5. County's Responsibilities. County will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by County) occurring under County's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of County Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Accela promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Accela to County.

3. PAYMENT TERMS.

3.1. Invoicing and Payment. Accela will invoice County in advance for the Subscription Service. Subscription Service fees are due upon invoice and payable within thirty (30) days of the receipt of the invoice by the Monterey County Auditor-Controller's Office. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If County orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees will be subject to an automatic

annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Uplift"). County is responsible for keeping Accela accurately and fully informed of County's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by County and Accela, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

3.2. Overdue Charges. If any fees owed are not received from County by the due date, then without limiting Accela's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.3. No Requirement for Purchase Order. County acknowledges that a purchase order is not required and is for administrative convenience only, and that Accela has the right to issue an invoice and collect payment without a corresponding purchase order with a written request and approval by County for professional services and technical support not covered under the recurring software license subscription costs. Provided, however, that if a County's procurement procedure requires a purchase order number on a pertinent Order or SOW, the purchase order is required to be provided to Accela. If the County issues a purchase order, then it shall be for the full amount set forth in the applicable Order or SOW, and Accela hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by County.

3.4. Suspension of Service and Acceleration. Excepting in the event of a good faith dispute between the Parties, if any amount owing by County under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Accela may, without limiting Accela's other rights and remedies, accelerate County's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by County under this Agreement for any Subscription Services is ninety (90) days delinquent, Accela may, in its sole discretion, temporarily cease providing County Subscription Services and/or any pertinent support until past due amounts are paid in full.

3.5. Taxes. Subscription Service fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). County is responsible for paying all Taxes. If Accela has the legal obligation to pay or collect Taxes for which County is responsible under this paragraph, the appropriate amount will be invoiced to and paid by County, unless County provides Accela with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Accela is solely responsible for taxes assessable against it based on Accela's income, property and employees.

4. CONFIDENTIALITY

4.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.1 Protection and Compelled Disclosure. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Accela's Privacy Policy, accessible at <https://accela.box.com/v/PrivacyPolicyv1>, attached as Exhibit D and incorporated as part of this Agreement, which may be updated from time to time by Accela upon prior written notice to County, any such changes shall not materially diminish or denigrate the Service;

(i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement. Notwithstanding any of the above to the contrary, the Parties acknowledge that County is a California Public Agency subject to the Brown Act, California Government Code sections 54950 et seq., and Public Records Act, California Government Code section 6250 et seq., and that this Agreement and any future amendments hereto will be presented to the Monterey County Board of Supervisors at an open and public meeting for approval, and will be available to the public for viewing and/or download on County's website and otherwise considered a public record pursuant to California Government Code sections 6250 et seq. and 54957.5. Except as herein provided, County shall promptly notify Accela in the event that any third party not bound by this Agreement requests or seeks to discover, pursuant to the California Public Records Act, subpoena, or other compulsory process, or otherwise, any documents, information or material concerning any Accela products or services. Within the time period provided by law for responding to the request or discovery, Accela shall inform County whether the requested documents, information, or materials constitute trade secrets (as defined under California law) or is otherwise legally exempt from disclosure ("Accela Protected Information"). If Accela informs County that the requested documents, information, or materials constitute trade secrets (as defined under California law) or is otherwise legally exempt from disclosure, County shall not disclose the Accela Protected Information unless otherwise directed by a court of competent jurisdiction. Accela shall indemnify, defend, and hold County harmless and, at County's request, Accela shall provide counsel to appear and represent County at Accela's sole cost and expense, in connection with any action or proceeding to compel inspection, access, disclosure, release, or other discovery of Accela Protected Information. Counsel for County in any such defense action or proceeding shall be selected by Accela, subject to the approval of County, which approval shall not be unreasonably conditioned or withheld. Accela's obligation to provide such defense includes the obligation to indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, costs, damages, judgments, awards (including any award of costs or attorney's fees), administrative orders, or payments in compromise and settlement, and including all direct and administrative costs, with respect to any such action or proceeding.

5. OWNERSHIP

5.1 Subscription Services. Subject to the limited rights expressly granted hereunder, Accela reserves all rights, title and interest in and to the Subscription Service, derivative works thereof, and any associated Software and documentation, including all related Intellectual Property Rights.

5.2 County Data. County reserves all its rights, title and interest in and to the County Data. No rights are granted to Accela hereunder with respect to the County Data, except that Accela may (i) store, copy, process, and transmit such County Data for purposes of providing the Subscription Service to County and (ii) otherwise utilize County Data if and as permitted by Accela Privacy Policy. Any/all use of County Data not associated with the provision of Subscription Services to County by Accela shall be approved by County.

5.3 Feedback. County grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Accela's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by County or Authorized Users relating to the operation or features of the Subscription Service.

6. WARRANTIES AND DISCLAIMERS

6.1. Specifications. Subject to the limitations set forth below, Accela warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As County's sole and exclusive remedy, excepting County's right to terminate this Agreement for cause pursuant to section 11.2, and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.

6.2. Subscription Service Level Commitment. During the Subscription Period, Accela further warrants that the Subscription Service will meet the performance level specified in Exhibit A below. The Subscription Service Level Commitment sets forth County's sole and exclusive remedy for Accela's failure to achieve the stated Subscription Service performance level.

6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4. Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ACCELA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with County's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment) Notwithstanding and of the above to the contrary, Accela specifically warrants that any software and or services provided under this Agreement, will not intentionally introduce through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any County property.

7. INDEMNIFICATION

Indemnification by Accela.

7.1. Accela will immediately indemnify, defend, and hold harmless (or at Accela's option, settle) the County of Monterey and its elected officials, officers, employees, and agents against any and all third-party claim, suit, or

action arising out of this Agreement, that the Subscription Service, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any and all costs, damages and reasonable attorneys' fees. Accela will have no liability under this Section 8.2 to the extent that any third-party claims described herein are determined to be solely caused by (i) any combination of the Subscription Service with products, services, methods, or other elements not furnished by Accela; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to County by Accela; (iii) County's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (iv) County's breach of this Agreement; and/or County's revisions of Subscription Services made without Accela's written consent. THIS SECTION 7.1 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

7.2 Indemnification Requirements. In connection with any claim for indemnification under this Section 8, the indemnified party must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.

7.3 Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 7.1 arises or (ii) Accela's right to provide the Subscription Service is enjoined or in Accela's reasonable opinion is likely to be enjoined, Accela shall, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating County's use of the Subscription Service with reasonable notice to County. In the case of a suspension or termination pursuant to this Section 7.3, Accela will refund to County a portion of fees prepaid by County for the then-current Subscription period, prorated (based on a 365 day year) to the portion of that Subscription period that is affected by the suspension or termination).

8. LIMITATIONS OF LIABILITY

NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY COUNTY HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. THIS LIMITATION DOES NOT APPLY TO ACCELA'S DUTY TO INDEMNIFY COUNTY PURSUANT TO SECTIONS 4.2 AND 7 OF THIS AGREEMENT; NOR DOES IT APPLY TO ACCELA'S BREACH OF ANY WARRANTY PURSUANT TO SECTION 6.4 OF THIS AGREEMENT.

Exclusion of Damages. WITHOUT LIMITING OR OTHERWISE ALTERING ACCELA'S DUTY TO INDEMNIFY PURSUANT TO SECTION 7 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS

AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.1. Security and Other Risks. County acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Accela will have no liability for any security breach caused by any such persons, entities, or technologies. County further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If County or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, County assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

9. SECURITY AND PERSONAL DATA

9.1. Security. Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of County Data, personal data protect against reasonably anticipated threats. Accela holds SSAE 16 /18 SOC 2, and PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 16 / 18 SOC 2 in the provision of the service.

9.2. County Data. County shall be responsible for County Data as entered in to, applied or used in the Subscription Services. County is responsible for updating all County Data. In addition, County acknowledges that Accela generally does not have access to and cannot retrieve lost County Data. If County loses County Data, County may no longer have access to the Subscription Service. County grants to Accela the non-exclusive right to process County Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify County's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Accela has a reasonable belief of County's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning County's use of the Subscription Services (excluding any use of County's personal data or County's Confidential Information) to improve Subscription Services, to provide County with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by Countys using the Subscription Services.

9.3. Use of Aggregate Data. County agrees that Accela may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify County, its Authorized Users, or any third parties utilizing the Subscription Services.

10. THIRD PARTY SERVICES

County may choose to obtain products or services that are provided or supported by third parties ("Third Party Services") for use with the Subscription Services. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor or provider of the Third-Party Services and County, and Accela assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Service. Further, Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with County's or Third-Party Services; (iii) abuse, willful misconduct or negligence by anyone other than

Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the exclusions indicated in Exhibit A.

11. SUBSCRIPTION PERIOD AND TERMINATION

11.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by County commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein (the "**Subscription Period**"). A Subscription Period and/or pricing thereon may be subject to prorating where Accela deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with County's pre-existing Subscription(s) to ensure new subscriptions are co-terminus with the existing subscription/s. Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for an additional period of one year, **unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period.** The per-unit pricing during any such renewal Subscription Period may be subject to annual Subscription Service Fee pricing increase not to exceed **seven percent (7%) of the prior year's Subscription Service fees** ("Uplift") as specified in Section 3.1 of this Agreement and as designated by Accela and with notification to County. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, County's right to use the Subscription Service will terminate at the end of the relevant Subscription Period.

11.2. Termination or Suspension for Cause. County may terminate this Master Services Agreement for the Subscription Service and Software as a Service in event of reduced County funding with a sixty (60) day written notification to Accela. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Accela may, at its sole option, suspend or terminate County's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Accela, in its sole discretion: (i) if suspects that any person other than County or an Authorized User is using or attempting to use County Data (ii) suspects that County or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

11.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of County's final Subscription Period, Accela will provide a copy of County's data and associated documents in a machine readable format. Accela will comply in a timely manner with such request; provided that, County pays any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to County with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to County under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.

11.4. Survival. Sections 4 (Confidentiality), 5 (Ownership and Proprietary Rights, 7 (Indemnification), 8 (Limitation of Liability), 11.3 (Effect of Termination), 11.4 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. GENERAL

12.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder

will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing County's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).

12.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

12.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, County will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connections with the services performed under this Agreement and County's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

12.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

12.7. Assignment. County may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of County's Subscription Service use, Accela may use County's name on Accela's website and marketing materials to identify County as Accela's County, and for providing the Subscription Service to County; provided that, Accela will use commercially reasonable efforts to adhere to any usage guidelines furnished by County with respect to use.

12.9. Force Majeure. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela.

12.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification,

amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in County's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

ACCELA DATA STORAGE POLICY

The Licensee's subscription comes with a limit of 2.5TB data storage for all cloud environments. Data storage includes:

- Transaction data;
- Reference data;
- Configuration data;
- Documents and Report Files;
- Backup copies; and
- Other data stored by Accela on behalf of the County.

Additional storage can be purchased from Accela in blocks of 500MB, with a price of one thousand dollars (\$1,000) per year. When Licensee approaches the 2.5TB limit, it will begin receiving monthly notifications highlighting data usage levels across its environment. Once the 2.5TB limit is reached, a charge of one thousand dollars (\$1,000) for an additional 500MB will be automatically added to the Licensee's subscription renewal.

Data Retention

If the Licensee's Software as a Service ("SaaS") subscription expires or is otherwise terminated, Contractor will initiate its data retention processes, including the deletion of licensee data from systems directly controlled by Contractor.

- If a Licensee's SaaS subscription expires or is otherwise terminated, Contractor will store its County data, as defined in the master agreement between Licensee and Contractor, for ninety (90) days (the "Retention Period"). During the Retention Period, provide Licensee with a notice indicating its intention to delete its County Data.
- After the Retention Period, Contractor will, within a commercially reasonable amount of time, disable the account and delete the County data, including any cached or backup copies.

ACCELA SaaS STANDARD SUPPORT POLICY

This Accela SaaS Support Policy ("Support Policy") is a policy governing the use of Accela software-as-a-service products (the "Service(s)") under the terms of the services agreement (the "Agreement") between Accela, Inc. and its affiliates ("Accela", "us" or "we") and the purchaser of Accela's Service ("County"). This Support Policy may be updated from time to time by Accela in its sole discretion.

General Requirements and Hours of Operation

Ticketing Support: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service during normal business hours of Monday-Friday, 4AM-6PM Pacific.

Telephone and E-mail Support: Accela's County Support Department, a live technical support facility, will be available to County from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

Online Support Material: Available twenty-four (24) hours, seven (7) days a week, Accela will make available to County certain archived software updates and other technical information in Accela's online support databases.

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to County pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and will provide County with advance notice of all Updates.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is not supplied by Accela, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in County's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to County's or any End User's or third party's misuse of the Services; (b) Support during times outside of Accela's regular business hours stated above; (c) Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (d) Support of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of County or any End User; (e) Support of or caused by County's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control); (f) Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and (g) Support of any software add-ons supplied together with the Service (except where specified in the Agreement). Any

support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

Error Classification

Error Classification	Criteria
Critical Severity Issue (Priority 1)	The Service is down or there is a major malfunction (deeming Service non-functional or severely affected), resulting in a business revenue loss and impacting the Service functionality for a majority of users. No reasonable workaround exists.
High Severity Issue (Priority 2)	High loss of Service functionality or performance, impacting the Service functionality for a high number of users (e.g. Service response is very slow, day to day operations continue, but are impacted by the issue). No reasonable workaround available or the workaround is impractical.
Medium Severity Issue (Priority 3)	Moderate loss of Service functionality or performance, impacting multiple users. A convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Low Severity Issue (Priority 4)	Minor loss of Service functionality or feature in question.

Functional Definitions: For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Response Time: Accela shall use commercially reasonable efforts to respond to error reports in accordance with the table set forth below. Accela will use reasonable means to repair the error and keep County informed of progress. Accela makes no representations as to when a full resolution of the error may be made.

Error Classification	Initial Response and Acknowledgement	Updates	Resolution Goal
Critical	1 Business Hour	Daily	Accela will put forth our best effort to provide a workaround, fix, or estimated completion date within seventy-two (72) hours after the problem has been diagnosed and/or replicated.
High	4 Business Hours	Weekly	Accela will put forth our best effort to provide a workaround or fix or estimated completion date within fourteen (14) business days after the problem has been diagnosed and/or replicated.
Medium	8 Business Hours	As available	Accela will put forth our best effort to provide a workaround or fix or estimated completion date within twenty-one (21) business days after the problem has been diagnosed and/or replicated.
Low	24 Business Hours	None	Resolution for the Issue may be released as a patch set or be incorporated into a future schedule release of the product.

EXHIBIT B – ACCELA, INC. PRIVACY POLICY

Introduction

This Privacy Policy was updated on or about May 17, 2018.

Accela, Inc. and its affiliated companies and subsidiaries (collectively referred to as “Accela,” “we,” or “us”) respect your privacy. This Privacy Policy describes how we collect Information from and about you, what we do with the Information, how we share it, and how we handle the content you place in our products and services. It also explains the choices available to you regarding use of your Personal Information. By providing Content, Information or Personal Information to us including on our website or purchasing our products or services, or signing an agreement that incorporates this Privacy Policy by reference you agree to this Privacy Policy.

Scope of this Privacy Policy

This Privacy Policy applies to the Information we obtain through your use of Accela’s products and services or visitation to Accela websites where this Privacy Policy is posted. It does not apply to any other Information collected by Accela through other means. If you have agreements with Accela for Accela products and services, then those agreements control to the extent of any conflict. Further, this Privacy Policy does not cover the activities of third parties except as specifically stated.

Definitions

Content: any Information or data that you upload, submit, post, create, transmit, store or display in an Accela product or service.

Downloadable Products: Accela’s downloadable software products and mobile applications, including bundles of code, resources, and configuration files that can be used with an Accela product to add new functionality (including product version upgrades) created by Accela that are installed by County on a device of their choice.

Information: all forms of data, content, and information collected by us.

Personal Information: Information that may be used to readily identify or contact you as an individual person, such as: name, address, email address or phone number. Personal Information does not include Information that has been anonymized such that it does not allow for the ready identification of specific individuals.

Our Collection of Personal Information

Accela collects Personal Information from you at several different points, including but not limited to the following: when we correspond with you as a County or prospective County; when you use our products or services; when you visit, register, or otherwise provide us your Personal Information on our website; when you contact us for help; when you interact with our advertising and marketing content; and when you participate at our conferences, attend our webinars, or visit our tradeshow booths.

In using our products or services or requesting Information, you may provide a password for your account, your real name, industry, agency name, job role and contact Information. We may also collect other information including but not limited to the specific Accela product or service being used, the associated license identifier and domain name, the username and IP address or the individual using the product or service function; your credit card number and billing address when purchasing an Accela product or service; analytics Information including aggregated usage data; and other additional Information required to detail the operation of the Accela product or service.

Our Use of Your Information and Personal Information

Accela may use your Information and Personal Information to:

- Deliver the products and services that you have requested, including software updates.
- Manage your County relationship and provide you with County support.
- Perform research and analysis about our County's use of, or interest in, our products, services or content.
- Operate and improve our internal operations, systems, products and services including benchmarking system performance.
- Understand you and your preferences to enhance your experience.
- Respond to your comments and questions, and provide County service.
- Send you service-related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages.
- Deliver marketing communications.
- Enforce our terms and conditions.
- Recruit, onboard, and distribute payroll and benefits.
- Communicate with you about products or services that may be of interest to you.

Our Disclosure of Your Personal Information to Third Parties

We may share your Personal Information with third parties only in the ways that are described in this Privacy Policy:

- When we have your permission, including when you choose to share Personal Information including using Accela Community or post to our blogs.
- We may provide your Personal Information to our agents, partners, contractors, vendors or service providers who perform functions on our behalf.
- We may share your information with our current or future "affiliates" (which means a parent company, any subsidiaries, joint ventures, or other companies under common control), in which case we will require our affiliates to honor this Privacy Policy.
- We may disclose Personal Information to comply with laws or in response to legal process, for example, in response to a court order or a subpoena. We also may disclose Personal Information in response to a law enforcement agency's request, or where we believe it is necessary to investigate, verify, prevent, enforce compliance with, or take action regarding: illegal or suspected illegal activities; suspected fraud; situations involving potential threats to the physical safety of any person; protection of the rights and property of Accela, our agents, Countys' or others; or violations or suspected violations of our agreements, policies or end user license agreements; or as otherwise required or permitted by law, or consistent with legal requirements. We reserve the right to transfer or disclose Personal Information in our system relating to or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or other proceeding involving sale, transfer, divestiture or assignment of all or a portion of our business or assets to a different entity.
- Finally, we may also share aggregated, anonymized or statistical information about you, including demographics data, with others for a variety of purposes, including for their own uses, for example, for improving their products and services for Accela and others.

Our Security Measures to Protect your Personal Information

We have put in place reasonable and appropriate physical, electronic, and managerial procedures in an effort to help safeguard Personal Information we collect. However, Accela cannot fully eliminate security risks associated with Personal Information. To help protect yourself, please use a strong password, do not use the same passwords you use with other accounts or services, and protect your usernames and passwords.

End County Data

Accela's County may electronically submit Information to the product or service for processing and storage purposes ("End County Data"). We may access or process End County Data only for the purpose of providing the product or service or preventing or addressing service or technical problems or as may be required by law. If your Personal Information has been submitted to us by an Accela County and you wish to exercise any rights you may have to access, correct, amend, or delete such data, please inquire with the relevant County directly. Since Accela personnel have limited ability to access Information our Counties submit to our products or services, if you wish to make your request directly to Accela, please provide the name of the Accela County who submitted your data to our product or service. We will refer your request to that County.

Our Retention of your Personal Information

Personal Information will be retained as long as needed to fulfill legitimate business purposes for which it was collected, including the purposes outlined in this Privacy Policy, or for a period of time specifically required or allowed by applicable regulations or laws. We will also retain and use your Personal Information for as long as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

Cookies/Web Beacons

When you use our websites, you can usually choose to set your browser to remove cookies and to reject cookies from our servers. If you choose to remove or reject cookies, this could affect certain features or services of our websites. Cookie management tools provided by your browser may not remove Flash cookies. To learn how to manage privacy and storage settings for Flash cookies, go to:

http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html#117118 (or in the EU YourOnlineChoices.com).

You can also choose to opt-out of use of cookies by many of our third party advertising partners for delivery of personalized ads by visiting [the Digital Advertising Alliance \(http://www.aboutads.info/choices/\)](http://www.aboutads.info/choices/) in the USA, [Digital Advertising Alliance of Canada \(http://youradchoices.ca/\)](http://youradchoices.ca/) in Canada or the [European Digital Advertising Alliance \(http://www.youronlinechoices.eu/\)](http://www.youronlinechoices.eu/) in Europe.

While we and others give you certain choices, as further outlined in this Privacy Policy, there are many ways that web browser signals and similar mechanisms can indicate your choice to disable tracking, and we may not be aware of nor honor every mechanism.

Your Access to and Amendment of your Personal Information

Our marketing emails tell you how to "opt-out" of receiving further marketing emails. If you opt out, we may still send you non-marketing emails including emails about your accounts and our business dealings with you.

We allow you to access your Personal Information (with proper identification verification), and allow you to correct, amend or delete inaccurate Personal Information, except where the burden or expense of providing such an access is disproportionate to the individual privacy risk, or where the rights of persons other than the requesting individual risk being violated. This information request can be made by sending an email to legal@accela.com.

Children's Privacy

Because of the nature of our business, our services are not designed to appeal to minors. We do not knowingly attempt to solicit or receive any information from anyone under the age of 13. If you are a parent or guardian and you are aware that your child has provided us with Personal Information, please contact us immediately.

Changes to This Privacy Policy

Accela will notify County in writing of all Privacy Policy changes. Please send all written communications for Policy Changes to:

County of Monterey – Health Department
1270 Natividad Road
Salinas, Ca. 93906
Attn: Ric Encarnacion

Contacting Us

If you have questions or suggestions, please email Accela at legal@accela.com. Please send all written communication to:

Accela, Inc.
Attn: General Counsel
2633 Camino Ramon, Suite 500
Bishop Ranch 3
San Ramon, California 94583, United States

AVAILABILITY AND SECURITY

Service Availability:

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for County's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify County within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. County's information content or application programming, or the acts or omissions of County or its agents, including, without limitation, the following:
 1. County's use of any programs not supplied by Accela;
 2. County's failure to provide Accela with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 3. County's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 4. Any mis-configuration by County (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
 5. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- c. Failures of the Internet backbone itself and the network by which County connects to the Internet backbone or any other network unavailability.
- d. Any window of time when County agrees that Subscription Services availability/unavailability will not be monitored or counted.
- e. Any problems resulting from County combining or merging the Subscription Services with any hardware or software not supplied by Accela or not identified by Accela in the Specifications as being compatible with the Subscription Services.
- f. Interruptions or delays in providing the Subscription Services resulting from telecommunication Internet service provider failures. County's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month,

Accela will pay County a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by County for the next calendar month of the Subscription Period or, if County does not owe any additional fees, then Accela will pay County the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to County at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) * 100 / n$ Notes:

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

County Account Login:

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to County corporate networks for additional security on written request by County.

Hosting:

Accela's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Accela's data center provider is and will remain SSAE 16/ 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. Accela also provides an off-site backup service, which is available at an additional cost. Security Patching and updates are actively evaluated by engineers and will be deployed based upon the security risks and stability benefits they offer to Accela's SaaS platform and County. Accela will attempt to provide County reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to County data.

EXHIBIT C – SCHEDULE OF RATES**A. Schedule of Rates**

Description	Quantity	Monthly	Yearly	7/1/21 - 8/31/21	9/1/21 - 8/31/22	9/1/22 - 8/31/23	9/1/23 - 8/31/24	7/1/21 - 8/31/24
Envision Monthly License and Support Fee	32	\$108.15	\$1,297.80	\$6,921.60				
FIS/EnvisionConnect Remote Monthly License and Support Fee	32	\$23.32	\$279.84	\$1,492.48				
Accela Monthly License subscription and Support Fee	61		\$1,970.70		\$120,212.70			
Accela Monthly License subscription and Support Fee	61		\$2,039.67			\$124,419.87		
Accela Monthly License subscription and Support Fee	61		\$2,111.06				\$128,774.66	
Reserve amount will be for additional Accela user subscriptions needed or professional services during the term of this Agreement. If County needs additional subscriptions, County shall submit a written request for a quote. Accela will provide an order form with the quote that will reflect pro-rated cost of the subscription per user if request is within the yearly term to ensure subscriptions are co-terminous.								\$49,267.50

Maximum Agreement Amount for the Period of 7/1/21-8/31/24 \$431,088.81

- B.** The yearly recurring costs are based upon the number of inspectors. If the number of inspectors increase, the recurring costs for License/Support and EnvisionConnect Remote will increase. The increase will be applied at the beginning of the following quarter invoice.
- C.** Invoices for the recurring costs shall be submitted to County on yearly basis starting at the beginning of each subscription period. For additional license subscriptions, CONTRACTOR shall issue an invoice at the time subscription order form has been authorized and approved by COUNTY and shall be prorated if additional license subscription is issued within a subscription term. Invoices for Professional Services will be submitted to County on a monthly basis after the services are provided.

D. Payment Provisions

For the services described in this Agreement, CONTRACTOR shall bill the COUNTY in the **maximum amount of \$431, 088.81**. The payment conditions as specified in Section 3.1 of the body of this Agreement shall apply. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

Invoices shall be mailed to:

Monterey County Health Department – Environmental Health Bureau
Room B300
1270 Natividad Road
Salinas, Ca. 93906
Attn: Accounts Payable

EXHIBIT D– MODIFICATION TO AGREEMENT PROVISIONS

Section 15.0, MISCELLANEOUS PROVISIONS, Replace Paragraph 15.06 with the following:

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County, other than in connection with a merger, acquisition or change of control transaction. Notwithstanding any subcontracting of its services hereunder, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Becky O'Brien
Contact Phone: (925) 359-3334
Contact Email: robrien@accela.com
Quote ID: Q-24181
Valid Through: 8/31/21
Currency: USD

Renewal Order Form

Address Information

Bill To:

Monterey County Health Department
1270 Natividad Road
Salinas, California 93906
United States

Ship To:

Monterey County Health Department
1270 Natividad Road
Salinas, California 93906
United States

Billing Name: Sarah House
Billing Phone: 8317554531
Billing Email: housesd@co.monterey.ca.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
FIS/EnvisionConnect Remote License and Support Fee	Year 1	7/1/2021	8/31/2021	2	\$279.84	32	\$1,492.48
EnvisionConnect License and Support Fee	Year 1	7/1/2021	8/31/2021	2	\$1,297.80	32	\$6,921.60
TOTAL:							\$8,414.08

Pricing Summary

Period	Net Total
Year 1	\$ 8,414.08
Total	\$ 8,414.08

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form will be governed by the Master Services Agreement executed between the County and Accela on June 13, 2019. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.
Order Terms	
Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	<p>This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form.</p> <ul style="list-style-type: none"> • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Special Payment Terms	None unless otherwise specified in this location.

Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:  A04499D928344D8...	Signature:  C7A30BA59CA8423...
Print Name: Aaron Haggarty	Print Name: Elsa Jimenez
Title: Chief Legal Officer	Title: Director of Health
Date: 8/10/2021	Date: 8/30/2021 9:07 AM PDT

DocuSigned by:

 16878463597F46B...

Katherine Hansen

Deputy Counsel Counsel

8/12/2021 | 4:43 PM PDT

DocuSigned by:

 D3834BFEC1D8449...

Gary Giboney

Chief Deputy Auditor-Controller

8/12/2021 | 6:24 PM PDT



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Brad Jacobs
Contact Phone:
Contact Email: bjacobs@accela.com
Quote ID: Q-23953
Valid Through: 8/31/2021
Currency: USD

Order Form

Address Information

Bill To:

Monterey County- Health Dept - Env
Health Bureau
1270 Natividad Road
Salinas, Ca. 93906

Ship To:

Monterey County- Health Dept - Env
Health Bureau
1270 Natividad Road
Salinas, Ca. 93906

Billing Name: Sarah House
Billing Phone: 8317554531
Billing Email: housesd@co.monterey.ca.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 1	9/1/2021	8/31/2022	12	\$1,970.70	61	\$120,212.70
TOTAL:							\$120,212.70

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 2	9/1/2022	8/31/2023	12	\$2,039.67	61	\$124,419.87
TOTAL:							\$124,419.87

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 3	9/1/2023	8/31/2024	12	\$2,111.06	61	\$128,774.66
TOTAL:							\$128,774.66

Pricing Summary

Period	Net Total
Year 1	\$ 120,212.70
Year 2	\$ 124,419.87
Year 3	\$ 128,774.66
Total	\$ 373,407.23

Additional Terms:


1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form will be governed by the Monterey County MSA executed between County and Accela on August 24, 2021.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

Signatures	
Accela, Inc.	Customer
Signature: 	Signature: 
Print Name: Aaron Haggarty	Print Name: Elsa Jimenez
Title: Chief Legal Officer	Title: Director of Health
Date: 8/10/2021	Date: 8/30/2021 9:07 AM PDT

DocuSigned by:

 16878463597F46B...
 Katherine Hansen

Deputy Counsel Counsel
 8/12/2021 | 4:43 PM PDT

DocuSigned by:

 D3834BFEC1D8449...
 Gary Giboney

Chief Deputy Auditor-Controller
 8/12/2021 | 6:24 PM PDT