

Attachment A

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**AMENDMENT NO. 4
TO STANDARD AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
ACCELA, INC.**

THIS AMENDMENT NO. 4 to Standard Agreement No. A-14427 between the County of Monterey, a political subdivision of the State of California (“County”) and Accela, Inc. (“CONTRACTOR”), is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Non-Standard Agreement No. A-14427 with the County on June 27, 2019 (“Agreement”) to provide implementation, hosting and maintenance for the subscription services for the Accela software product (“services”) through June 30, 2022 for an amount not to exceed \$1,000,026.15;

WHEREAS, the Agreement was amended by the Parties on January 27, 2020 (“Amendment No. 1”) to extend the term for three (3) additional years through June 30, 2022 and to increase the amount by \$18,971.16 for an amount not to exceed \$1,018,997.31;

WHEREAS, on October 30, 2020, the Resource Management Agency (RMA) was dissolved and the Housing and Community Development Department (HCD) was created;

WHEREAS, the Agreement was amended by the Parties on May 6, 2022 (“Amendment No. 2”) to extend the term three (3) additional years through June 30, 2025 and to increase the amount by \$89,749 for an amount not to exceed \$1,108,746.85;

WHEREAS, the Agreement was amended by the Parties on July 28, 2022 (“Amendment No. 3”) to correct the not to exceed amount from \$1,108,746.85 to \$2,127,744.16 with no change to the contract term or scope of services;

WHEREAS, the County continues to use Accela Software Subscription Services to track and manage permitting and planning documents, payments, and staff time;

WHEREAS, Accela is offering Managed Application Services to enhance the day-to-day management of the County’s Accela SaaS platform application; and

WHEREAS, the Parties wish to further amend the Agreement to add the additional tasks to the scope of services and increase the Agreement amount by \$250,000 for a new not to exceed amount of \$2,377,744.16 with no change in the term of the Agreement to allow CONTRACTOR to continue to provide services.

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

1. Amend Section 1.0, "GENERAL DESCRIPTION," to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, and **A-3** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide implementation, hosting, and maintenance for the subscription services for the Accela software product; **install, manage, and support Managed Application Services.**

2. Amend Section 2.01, "PAYMENT PROVISIONS," to read as follows:

County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, and **A-3** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$2,377,744.16**.

3. Amend Section 4.01, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS," to read as follows:

Exhibit A-3 Scope of Services/Payment Provisions

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 4 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

Approved as to Form**Office of the County Counsel****Leslie J. Girard, County Counsel**

By: _____

DocuSigned by:



22D690CA05A940C

Kelly L. Donlon

Assistant County Counsel

Date: _____

8/15/2023

Approved as to Fiscal Provisions

By: _____

DocuSigned by:



4E7E657875454A

Auditor/Controller

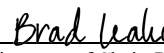
Date: _____

8/15/2023

CONTRACTOR*_____
Accela, Inc._____
Contractor's Business Name

By: _____

DocuSigned by:



(Signature of Contractor President or Vice President)

Brad Leahy, Vice President

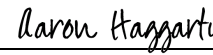
(Print Name and Title)

Date: _____

8/10/2023

By: _____

DocuSigned by:



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

Aaron Haggarty, Secretary

(Print Name and Title)

Date: _____

8/15/2023

County Board of Supervisors' Agreement Number: _____ approved on _____.

*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 required only if changes are made in paragraph 8 or 9.

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

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

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

A.1 Basic System Administration Activities

Managed Application Services (MAS) includes both Basic and Advanced administration activities. This section includes those basic and advanced administration tasks and are detailed in the following section.

- Ticketing intake/entry from named County Contacts
- MAS Ticket monitoring and oversight
- CONTRACTOR Support team ticket routing and oversight for required support items
- Creation of Accela platform user accounts
- Disabling/deleting of Accela platform user accounts
- Password Changes for Accela platform user accounts
- Adding/modifying Accela platform user permissions and groups (limited to two (2) per month)
- Service pack testing support

A.2 Advanced System Administration Activities

- Escalation for advanced troubleshooting needs of in-scope items
- Proactive guidance on agency-led testing for major releases
- Optimization Assessment and Road Map (twice annually)
- Periodic Solution Releases (limited to one (1) quarterly release)
- Adding new workflows
- Modifications of existing workflows
- Business rule automation development and modifications
- Fee calculation development and modifications
- Urgent configuration issue resolution
- Development and modification of reports
- Advanced scripting and automation of existing configuration
- Enhancements to existing integrations (limited to one (1) quarterly release)
- Implementation of new product features (limited to one (1) quarterly release)

A.3 Managed Application Services System Enhancement Requests

Supported Frequency of Periodic System Enhancements - The MAS team will support (1) quarterly release for customer enhancements. The following list denotes all activities supported in the quarterly enhancements.

- Configuration changes to add/modify workflows

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

- Configuration changes to develop/modify/automate business rules
- Configuration changes to develop/modify fee calculations
- Development and modification of reports
- Advanced scripting and automation of existing configuration

A.4 Scope of Services Supported in Periodic System Enhancements

CONTRACTOR shall work with the County on a prioritized list of items to be included in the upcoming quarterly release as well as what will be deferred to later enhancement release cycles.

The scoping and estimating process of what can be included within the quarterly release is the sole discretion of the MAS team and other pertinent CONTRACTOR staff as needed. Any urgent requirement that would push the scope of the quarterly enhancements beyond what is deemed feasible by the MAS team will require a separate professional services engagement.

A.5 Out of Scope Activities

For the purposes of clarity and without limitation, the activities listed below are considered outside of the MAS scope. All out-of-scope services shall be subject to additional professional services fees and delivered only upon mutual agreement of the parties.

- Implementation of new record types
- Implementation of new integrations (interfaces)
- On-site support
- Customer's end-user support
- Customer end-user helpdesk ticketing intake or processing
- Creation of any intellectual property

A.6 Managed Application Services Ticket Management

This section covers the MAS service request ticketing, escalation processes and management.

1. Access to the MAS Team

County may designate up to four (4) named employees (the "County Contacts") to open, escalate and close out tickets. Only County Contacts will have the ability to open tickets and interact with the MAS team. County Contacts will have responsibility to manage any end user interactions and pass such information to the MAS team.

1.1 Responsibilities of County Contacts

- Opening all MAS requests via the Accela Success Community online portal, email submission or phone call options
- Handling all helpdesk and direct end-user support activities
- Overseeing the County's support case activity, working with the MAS team to help as needed to replicate reported system issues during the troubleshooting process

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

- Completing the Administrator Training offered as part of CONTRACTOR's implementation and adoption programs
- Possessing a sufficient working knowledge of the County's configured solution enabling them to provide detailed and accurate information to the MAS team in the tickets and,
- Assisting CONTRACTOR in replication of reported issues and further triaging of issues, as needed

2. Creation, Escalation and Closing of MAS Tickets

MAS help tickets can be opened via one of the three (3) following methods detailed below. MAS staff will be available to provide services, in English, to County Contacts from 4:00 a.m. until 6:00 p.m. Pacific Standard Time, Monday through Friday, excluding CONTRACTOR's observed holidays ("MAS Service Hours"). Regardless of method of submission, tickets shall be addressed using reasonable commercial efforts during MAS Service Hours.

- **Telephone.** County Contacts may submit tickets by calling **-1 (888) 722-2352, extension 5** during the MAS Service Hours.
- **E-mail.** Tickets may be created twenty-four (24) hours per day, seven (7) days per week by sending an email to the dedicated support/MAS email box - mas@accela.com.
- **Community Portal.** Tickets may further be created, tracked and managed twenty-four (24) hours per day, seven (7) days per week via the Accela Success Community Portal, located at <http://success.accela.com/s/>.
- Specific response, isolation and resolution times will be mandated by the appropriate Service Level Objective that applies to the MAS ticket in question as noted in this document. Both email and portal availability may be subject to system maintenance interruption from time to time, and CONTRACTOR shall make commercially reasonable efforts to **inform customers in advance of such maintenance.**

Notwithstanding the forgoing, to enable a timely response of Severity 1 and Severity 2 issues, customers are required to submit such issues via Telephone and such tickets submitted through other means will not be responded to in accordance with the targeted response times and not subject to the applicable Service Level Agreements (SLAs).

A.7 Managed Application Services Service Level Objectives

This section covers the service levels associated with the MAS. This section will solely be focused on the service level objectives that cover the Managed Application Service and all other SLAs for Standard and Preferred Support will be covered under those separate documents.

1. Prioritization of Tickets

Tickets will be worked in order of priority. Priorities are established by the MAS team on a per ticket basis depending on a variety of factors, for example, severity, scope of impact, and Service Level Agreements/Targets (SLAs/SLTs).

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

2. Investigation and Diagnosis of Reported Incidents

The MAS team will investigate and diagnose to determine the cause of the incident. Once the cause has been identified, the MAS team will update the ticket with the pertinent troubleshooting information and then proceed to the resolution phase.

3. Resolution/Workaround of Reported Incidents

After the incident cause has been identified, the MAS team will work to resolve the incident. The resolution process includes actions taken by the MAS team to restore functionality or implement a workaround. The MAS team may incorporate workaround solutions to restore substantial or partial functionality depending upon the complexity of the required resolution. In this case, the incident will remain open until resolved or closed by request of the customer. If the identified solution to a reported incident requires a substantive change to the customer's environment and a workaround has been provided, CONTRACTOR reserves the right to downgrade the severity of the ticket once that resolution has been identified and communicated to the County Contacts until the resolution can be implemented (i.e., a given resolution that requires quarterly service packs, product release upgrades, etc.)

4. Upgrading/Downgrading Severity Levels

If, during the process of working a customer MAS ticket, 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 customer's environment, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact at CONTRACTOR's reasonable discretion. If the current priority of the MAS ticket requires a change in severity level, the County will be notified of this change by the MAS team in the form of an update to the ticket.

Service Level Targets – Initial Ticket Response Time and Resolution/Workaround			
Priority Level	Initial Response Time Target	Resolution/Work Around Target	Business Impact Implications
Severity 1 (critical)	1 Hour*	1 Business Day**	High impact on the affected application or service with no acceptable bypass or workaround as defined by the key users.
Severity 2 (high)	4 Hours*	2 Business Days**	System or service functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable bypass or workaround exists, as defined by the key users OR A critical function single user is unable to use a system/service or a component of a system/service that is necessary to perform critical work activity.

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

Severity 3 (Medium)	8 Hours*	10 Business Days**	A single user is unable to use a system/service or a component of a system/service that is necessary to perform primary work activities OR A system or service has encountered a non-critical issue with minimal loss of functionality or is working at minimally degraded capacity or performance.
Severity 4 (Low)	24 Hours*	Scheduled for Periodic Qtrly Releases**	Report of event not impacting work efficiency of a single user OR Any standard service request

*Response times are MAS Service Hours. Severity Level 1 and 2 cases must be submitted via telephone. Severity Level 1 and 2 target initial response times do not apply to cases submitted electronically.

**Issue Isolation and Remediation time objectives are 14x5 on standard working days.

A.8 Managed Application Services Change Management Procedures

This section covers how the MAS team will work with the named County Contacts to ensure that all support and enhancement activities align with the CONTRACTOR's change control process for all configurations, updates, and fixes.

1. Scope of MAS Team Change Control Process

The MAS team will work with the named County Contacts to relay all pertinent information related to the CONTRACTOR change control process and the timing of any pertinent yearly updates and service pack releases. It will be the sole responsibility of the County Contacts to take the information supplied by the MAS team to update other customer staff or change control processes as required to adhere to stated customer policies for change control and configuration management.

The MAS team will not be responsible for directly interacting with customer's change control or configuration management processes and a customer contact will be required to facilitate any internal change control processes and related messaging.

2. MAS Team and Accela Config and Release Management Control

Once customer onboarding is complete, the MAS team will take over the management of any Accela platform-related changes and configuration updates. Any changes proposed by the customer will be required to be approved by the MAS team so that they can ensure any pertinent configuration changes and updates will adhere to the Accela change control and configuration management process and best practices. Any changes to the County's Accela Platform environment that are not *vetted* by the MAS team and have an adverse effect on the customer's Civic Applications or overall operating environment are outside the scope of the MAS.

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

A.9 Managed Application Services Continual Service Improvement (CSI) Process

This section covers the scope of services related to the MAS team's CSI process. This CSI process is intended to create standardized communication and review cadences to ensure the MAS team is both receiving and providing feedback for service and platform improvement.

To facilitate continual improvement of the County's systems and operations, CONTRACTOR will perform the following:

- Bi-Annual Platform Assessments and Recommendations
- Monthly Service Reviews

1. Supported Frequency and Scope of Bi-Annual Platform Assessments

As a part of the scope of included services for the MAS, the MAS team will support two (2) annual platform assessment and recommendation sessions. These assessment and review sessions will focus on the following core components:

- Adoption of CONTRACTOR's best practice standards
- Automation that will minimize work required by the County
- Utilization of new features to provide a better user experience

2. Review and Execution of the Assessment and Roadmap Findings

Upon completion of the (2) annual assessment and roadmaps, the MAS team will schedule a time to review the findings with the County Contacts. Upon completion of each review, the MAS team will work with the named County Contacts to decide what, if any, of the findings contained in the bi-annual assessment should be implemented.

Assessment items selected will be added to that rolling list of improvements and will be addressed during the next subsequent quarterly release. Any items deemed not in scope may be addressed with a Professional Services engagement.

3. Standard MAS Service Review and Tuning Cadences

The CONTRACTOR's MAS team will schedule bi-weekly standing meetings with the named County Contacts. This bi-weekly cadence will be used to address any items of concern that may need to be adjusted over time to ensure the best customer experience for the County. The following list includes the supported agenda items for these review and tuning cadences:

- Review of currently opened MAS support tickets and pertinent progress
- Review of current priority for tickets for any upgrade/downgrade of severity levels required
- Review and update System Enhancement list
- Review required changes to the communication structure moving forward between the MAS team and the named County Contacts, such as:

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

- Setting appropriate severity levels for tickets;
- Review of pertinent engagement methods for specific severity levels (always call for sev1/sev2, for instance)

A.10 General Managed Application Services Assumptions

This section notes any other peripheral assumptions that should be noted as a part of the MAS offering.

1. Customer Cooperation

CONTRACTOR must be able to reproduce errors to resolve them. The County agrees to reasonably cooperate and work closely with CONTRACTOR to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by CONTRACTOR, or providing information as reasonably requested and appropriate. CONTRACTOR may access County Contacts account and/or an admin account and/or County's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by CONTRACTOR.

2. Third Party Product Support

CONTRACTOR disclaims all support obligations for such third-party software, unless expressly specified by CONTRACTOR in Customer's Agreement.

3. Named MAS Team Account Lead

CONTRACTOR will provide a named team representative for any MAS customers. The named MAS team member will act as a lead for the account, have knowledge of the customers system, provide oversight for any support cases created with CONTRACTOR, and will actively participate in any assessment and review cadences.

4. Peripheral Online Support Material

Available twenty-four (24) hours, seven (7) days a week, CONTRACTOR will make available to Customers certain archived software updates and other technical information in CONTRACTOR's online support databases for their reference.

5. MAS General Service Exclusions

The following Support Exclusions are not covered by this Managed Application Services Policy:

- MAS assistance required due to Customer's or any End User's or third party's misuse of the Services.
- MAS assistance during times outside of CONTRACTOR's regular business hours stated above.

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

- MAS assistance necessitated by external factors outside of CONTRACTOR's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point.
- MAS assistance of or caused by customizations (if outside of CONTRACTOR's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User.
- MAS assistance of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within CONTRACTOR's direct control).
- MAS assistance to resolve or workaround conditions which cannot be reproduced in CONTRACTOR's support environment beyond a commercially reasonable effort.
- Support of any software add-ons supplied together with the Service (except where specifically referenced in the MAS Agreement).
- Any support services falling within these Support Exclusions may be provided by CONTRACTOR at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by CONTRACTOR.
- **PLEASE NOTE: CUSTOMERS MIGRATING FROM ON-PREM TO SAAS:**
FOR CUSTOMERS MIGRATING FROM ON-PREM TO SAAS, ELEMENTS OF MANAGED APPLICATION SERVICE THAT RELY ON ACCELA'S SAAS SERVICE, AS DELINEATED IN THE SUBSCRIPTION SERVICE AGREEMENT, ARE APPLICABLE ONLY UPON COMPLETION OF THE MIGRATION AND PRODUCTION-USE OF CUSTOMER'S SOLUTION WITHIN THE ACCELA SAAS CLOUD. WHILE OPERATING ACCELA SOFTWARE ON PREMISE THE AGENCY IS RESPONSIBLE FOR RELATED SERVER, NETWORK, GIS ADMINISTRATION. THE MAS SERVICES THAT ARE EXCLUDED FROM THIS INTERIM PERIOD INCLUDE:
 - ANY SERVICE LEVEL AGREEMENTS OR SERVICE LEVEL TARGETS
 - ANY SYSTEM ENHANCEMENTS
 - ANY IMPLEMENTATION OF NEW PRODUCT FEATURES

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$2,377,744.16 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

Services	Year	Start Date	End Date	Term (Months)	Price	Net Total
Managed Application Services	1	10/23/2023	10/22/2024	12	\$250,000	\$250,000

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

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.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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