

# **Attachment A**

Amendment No. 6 to Agreement A-14427  
with Accela, Inc.

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**AMENDMENT NO. 6  
TO STANDARD AGREEMENT BY AND BETWEEN  
THE COUNTY OF MONTEREY AND  
ACCELA, INC.**

**THIS AMENDMENT NO. 6** 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 of 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,” including Exhibit A-1 – Scope of Services/Payment Provisions) to update the Business Automobile Liability Insurance provision, add the Civic Insight Software Application, to increase the amount by \$18,971.16 for an amount not to exceed \$1,018,997.31, with no change to the term end date of June 30, 2022;

**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,” including Exhibit A-2 – Scope of Work/Payment Provisions) to extend the term three (3) additional years through June 30, 2025, and to increase the Agreement amount of \$1,018,997.31 by \$89,749.54 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 work;

**WHEREAS**, the Agreement was amended by the Parties on September 1, 2023 (“Amendment No. 4,” including Exhibit A-3 – Scope of Work/Payment Provisions), to include one year of Managed Application Services, and add \$250,000 to the Agreement amount of \$2,127,744.16 for a new not to exceed amount of \$2,377,744.16 with no change to the term end date of June 30, 2025;

**WHEREAS**, the Agreement was amended by the Parties on May 27, 2025 (“Amendment No. 5,” including Exhibit A-4 – Scope of Work/Payment Provisions), to update and expand the Scope of Work/Payment Provisions, update the Agreement’s provisions, increase the Agreement amount of \$2,377,744.16 by \$2,218,458.90 for a new not to exceed amount of \$4,596,203.06, and extend the term five (5) additional years to June 30, 2030;

**WHEREAS**, the County wishes to expand the Scope of Work to implement into the existing Accela Civic Platform the ePermitHub Digital Plan Room Subscription as a Service (SaaS) to automate plan submission, review, and creation of final plan sets; and

**WHEREAS**, the Parties wish to further amend the Agreement to expand the scope of work and increase funding by \$253,333.33, for a new Agreement amount of \$4,849,536.39.

**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 through A-4 and **A-5** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide access to integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management and 2D electronic markups completely from within the Accela Civic Platform User Interface.

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 through A-4, and **A-5** 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 **\$4,849,536.39**.

3. Amend Section 4.01, “Scope of Services and Additional Provisions,” to read as follows: **Exhibit A-5** 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. 6 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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**18.0 SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Chief Contracts & Procurement Officer

ACCELA, INC.  
Contractor/Business Name\*

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
N/A  
Craig W. Spencer, Director (if applicable)

Jason Jordan, Vice President  
Name and Title

Date: \_\_\_\_\_

Date: 10/24/2025

**Approved as to Form**  
**Office of the County Counsel<sup>1</sup>**  
**Susan K. Blicht, County Counsel**

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

By: \_\_\_\_\_  
SIGNED BY: Kelly L. Donlon  
Chief Assistant Deputy County Counsel

Michael E. Gigliello, Controller/Treasurer  
Name and Title

Date: 10/24/2025

Date: 10/24/2025

**Approved as to Fiscal Provisions<sup>2</sup>**

By: \_\_\_\_\_  
SIGNED BY: Patricia Ruiz  
Auditor/Controller

Date: 10/24/2025

**Reviewed as to Liability Provisions<sup>3</sup>**  
**Office of the County Counsel-Risk Management**

By: \_\_\_\_\_  
N/A  
David Bolton, Risk Manager

Date: \_\_\_\_\_

**County Board of Supervisors' Agreement Number: A-14427 approved on June 26, 2019.**

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporations shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §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 either 1) any member or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

<sup>1</sup>Approval by the Office of the County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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## EXHIBIT A-5 – 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 WORK (SOW) FOR PROFESSIONAL SERVICES

A.1 CONTRACTOR shall provide professional services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below in this Part A for ePermitHub (“Professional Services” or the “Project”):

#### Objective

A.2 To complete the ePermitHub Digital Plan Room components implementation into the Accela Civic Platform, including the Accela Citizen Access public portal. Upon completion, County staff will access integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management, and 2D electronic markups completely from within the Accela Civic Platform User Interface. In addition, the County’s customers can easily submit plans and manage the corrections process, including adding resolution comments and uploading subsequent resubmittals, from within the ePermitHub public portal seamlessly embedded within the County’s Accela Citizen Access portal.

#### Implementation Professional Services Overview

### PHASE 1 – IMPLEMENTATION PHASE

#### Phase 1 – Deliverables:

1. Project kick off and initiation
  - Project kick-off presentation
  - Establish a communication and Project tracking plan
  - Receive access to the County’s Accela Civic Platform environments
2. Digital Plan Room Cloud Provisioning
  - Verify that all Accela Civic Platform prerequisites are in place
  - Cloud Provisioning of the Digital Plan Room components into County’s SUPP environment
  - Cloud Provisioning of the Digital Plan Room database
3. Digital Plan Room Configuration Analysis
  - Define configuration for each Plan Review record type
  - Determine all needed document types

## **EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS**

- Plan document upload configuration
  - Plan Digital Signatures validation configuration
  - Plan Accela workflow integration configuration points
  - Design final approved set cloning business logic
  - Determine Accela to Digital Plan Room role mappings
  - Determine Digital Plan Room disciplines configuration
  - Determine required Approval Stamps
4. Digital Plan Room Configuration
- Configure Accela Civic Platform standard choices as defined in the previous Deliverable
  - Configure new Accela document types and associated business rules
  - Configure Digital Signature validation
  - Configure Digital Plan Room Event Manager and Script Engine (EMSE) library and required scripts
  - Implement custom EMSE scripting as determined during Configuration Analysis
  - Design, create and configure Approval Stamps as determined during Configuration Analysis

## **PHASE 2 – TRAINING, USER ACCEPTANCE & GO-LIVE PHASE**

### **Phase 2 Deliverables:**

1. User Acceptance Testing (UAT)
  - Assist County in the UAT effort and validation of system configuration
  - Resolve issues resulting from County User Testing
  - Provide recommendation on testing strategy and best practices
  - Agree on UAT completion date and Go-Live date
2. Administrative and Technical Training
  - Digital Plan Room Administration training
  - Provide Administration Training Documentation
3. End-User Training
  - Digital Plan Room End User Training
  - Provide End User training documentation
4. County Constituent Enablement
  - Produce contextually relevant public-facing training and web-based help videos for licensed professionals, contractors, owners and the public submitting plans
  - Produce public-facing User Guide for licensed professionals, contractors, owners, and the public submitting plans
5. Go-Live Migration and Production Planning
  - Produce Go-Live Project Migration Plan
  - Produce Production Deployment Plan



## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

- Conduct web-based Agency customer training sessions
6. Post-Go-Live Support
- Post-Go-Live support provided
  - Resolution of all Critical and High defects as defined below in “Phase 2 - Deliverable 1: UAT” discovered during Post Go-Live support period
  - Transfer meeting regarding ongoing support of the County to the CONTRACTOR Support program conducted

### *Project Assumptions*

1. CONTRACTOR assumes the County will have the proper resources to implement the Digital Plan Room software.
2. CONTRACTOR assumes all Professional Services costs and work have been identified in the SOW. Any additional Professional Services’ costs or work required for this Project will be identified and requested through a Change Request process.
3. CONTRACTOR assumes the County has identified a dedicated Accela user-account to be used for communication between the ePermitHub and Accela software.
4. CONTRACTOR assumes the County will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.
5. CONTRACTOR assumes all the County’s relevant Accela record types and workflows requiring plan review in the scope for this Project are already configured by Accela staff, and then CONTRACTOR will add plan review configuration.
6. CONTRACTOR assumes it will provide recommendations to the County for plan review related record types regarding record and workflow statuses most appropriate for the Digital Plan Room software.
7. CONTRACTOR assumes all standard choices required to integrate the software into the County’s Accela configuration and software will be configured by the CONTRACTOR.
8. CONTRACTOR assumes the County will collaborate with CONTRACTOR on delivery of scripts required for the Digital Plan Room.
9. CONTRACTOR assumes County will verify that all Accela Civic Platform prerequisites are in place.
10. CONTRACTOR assumes that a historical data conversion into the Digital Plan Room will not be needed, and that manual procedures will be documented to import historical and in- process records into the Digital Plan Room as necessary.

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

11. Travel & Expenses: This Amendment 6 does not include provisions for travel as the County does not require any onsite resources. Travel to the County site shall not occur unless a signed Change Order with applicable terms and conditions has been executed prior to travel.
12. Project Hold: It is understood that sometimes County priorities are revised requiring the County to place the Project implementation on hold. The County must send a formal written request to the CONTRACTOR to put the Project on hold. Delays of two (2) weeks or more that have a tangible impact on the CONTRACTOR's resource plan are subject to change order.

If either party puts the Project on hold for more than 90 days, the other party reserves the right to terminate Amendment 6 or negotiate new terms. In such case of termination, notwithstanding anything to the contrary, CONTRACTOR will be paid for all work already performed, and there are no refunds on Subscription fees

If the Project is put on hold, at minimum, the CONTRACTOR will need to draft a Change Order to keep some of the CONTRACTOR Project Manager's time engaged in monitoring progress and in resourcing the Project once it comes off hold. Other Change Order items may be needed because of the delay. While on hold, Project resources will be re-deployed to other assignments, and the CONTRACTOR will need a forty-five (45) calendar day notice to re-staff the Project. The CONTRACTOR cannot guarantee a Project Start Date until the CONTRACTOR resources are confirmed.

Should either party become non-responsive to the other party's communications for a term of 30 calendar days regarding the continuance of the Project work, the other party can choose to cancel the remainder of Amendment 6. If both parties desire to finish the Project, an amendment to the Agreement may be negotiated at the standard rates. In such case of cancelation, notwithstanding anything to the contrary, CONTRACTOR will be paid for all work already performed and there are no refunds on Subscription fees.

13. Training Execution parameters are as follows:
  - At the beginning of the Project, the County selects and prepares the power-users who will be participating in the training and subsequently training end-users. Any switch in County internal resources may require the need for a Project change request to account for missing time.
  - In the event of onsite training, County provides suitable onsite facilities and equipment, such as access to network-connected training computers and monitors, to accommodate various training classes.
  - In the event of offsite training, County ensures all remote class attendees have access to suitable equipment, such as internet-connected training computers and monitors, to accommodate various training classes.
  - Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
  - Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.

**EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS**

- County is responsible for printing all training materials developed by the CONTRACTOR for End-User Training.
14. Schedule and delivery are contingent on availability and access to County staff resources.
  15. Costs for Professional services for implementation of ePermitHub per this Amendment 6 will be invoiced separately from the annual ePermitHub subscription fees. Professional Services implementation invoices will be submitted at the completion of Phase 1 and completion of Phase 2.
  16. Any Professional Services associated with Accela, and other third-party products unrelated to this Project are not included in this Amendment 6 and should be contracted directly through those products or their affiliates. CONTRACTOR will work closely with the County’s Accela Project Manager to align and coordinate on schedule and deliverables per the contract.

***Delivery Schedule***

Stage Title	Milestones	Acceptance Criteria
<b>Phase 1</b>	Project Kick-Off & Initiation	<ul style="list-style-type: none"> <li>• Completion of the Project Kick-Off Meeting</li> <li>• The CONTRACTOR’s access to the County’s environment is set up</li> </ul>
	Digital Plan Room Installation/Provisioning	<ul style="list-style-type: none"> <li>• All relevant components of the Digital Plan Room software provisioned on County’s cloud infrastructure and deemed to be working properly</li> <li>• Confirmation of ability to log into Digital Plan Room software</li> <li>• Two (2) sandbox environments created.</li> </ul>
	Digital Plan Room Configuration Analysis	Completion of To-Be Analysis Sessions
	Digital Plan Room Configuration	The County has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the County. Upon delivery of the County’s initial feedback from the initial review, CONTRACTOR will complete the necessary changes and updates. The second and final review will have seven (7) business days for acceptance. Upon delivery of County feedback from the second and final review, CONTRACTOR will complete the necessary changes and updates.

**EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS**

Stage Title	Milestones	Acceptance Criteria
<b>Phase 2</b>	User Acceptance Testing (UAT)	<ul style="list-style-type: none"> <li>• Provide County with UAT test script template for electronic plan review</li> <li>• Completion of up to two (2) weeks of UAT support by the CONTRACTOR</li> <li>• Completion of up to three (3) weeks UAT by the County</li> <li>• Resolution of all Critical and High defects by CONTRACTOR discovered during UAT by County</li> </ul>
	Administrative and Technical Training	<ul style="list-style-type: none"> <li>• Execution of administrative and technical training courses</li> </ul>
	End User Training	<ul style="list-style-type: none"> <li>• Execution of End User Training course to the County as described in Appendix A.</li> </ul>
	Agency Customer Enablement	<ul style="list-style-type: none"> <li>• Two (2) web-based Agency Customer Training sessions of one and one-half (1.5) hours each completed covering the following topics:                             <ul style="list-style-type: none"> <li>○ Plan Submittal</li> <li>○ File Validation Overview</li> <li>○ Response to County comments</li> <li>○ Plan Re-submittal</li> </ul> </li> <li>• Execution of training for County’s customers as described above.</li> </ul>
	Production Planning & Go-Live Migration	<ul style="list-style-type: none"> <li>• Go-Live Migration Plan document finalized</li> <li>• Production Plan document finalized</li> <li>• ePermitHub Digital Plan Room used in the Production environment for daily use.</li> </ul>
	Post Go-Live Support	<ul style="list-style-type: none"> <li>• Six (6) weeks of Post Go-Live support provided.</li> <li>• Resolution of all Critical and High defects as defined above in “Phase 2 – Deliverable 3: UAT” discovered during Post Go-Live support period.</li> <li>• Transfer meeting regarding ongoing support of the County to the CONTRACTOR Support program conducted.</li> </ul>

Estimated level of effort is based on (i) the nature and scope of the Professional Services and associated tasks and artifacts, (ii) the expected staffing levels required to perform the scope, (iii) the Project Schedule, (iv) the CONTRACTOR and County’s roles and responsibilities, and (v) the other assumptions as set forth in this SOW.

The CONTRACTOR’s total Professional Service hours and provided estimate are exclusive of taxes and expenses. This estimate is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. The CONTRACTOR will not (i) exceed the total estimate amount without the prior approval of County and/or (ii) continue to provide Professional Services, after the total estimate has been reached, without the prior authorization of County. Should there be changes to

## **EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS**

the scope, timeline, or resources that increase the hours or costs needed to complete the Project; a Change Order may be required prior to Project continuation. Please see Change Order details in the Project Assumptions section. Deliverable timelines are contingent upon timely compensation.

### ***Project Plan Overview***

The following section describes the specific activities and tasks that will be executed to meet the County's business objectives and requirements. In support of the implementation effort as described above, CONTRACTOR shall provide the below-detailed implementation Professional Services. For each deliverable, a description and criteria for acceptance are provided.

#### **Success Criteria**

The definition of Project success is crucial in setting appropriate expectations from the outset of the Project. Success is defined for each phase of the Project so the team can measure it as it iterates toward the final goal as follows:

- Phase 1: Analysis and configuration are complete and ready to start acceptance testing
- Phase 2: Acceptance testing and user training completed, go-live completed, post-go- live support completed

#### **PHASE 1: IMPLEMENTATION PHASE**

This phase aims to create a test Digital Plan Room deployment on the Accela Civic Platform that County staff can use as a testbed for acceptance and feedback. During this phase, the main features of the Digital Plan Room deployment will be implemented into the County's Accela test environment. Each Deliverable in this phase defines a set of tasks to complete the implementation.

##### **Phase 1 - Deliverable 1: Project Kick-Off and Initiation**

Project initiation consists of Project planning activities, Project management, template creation tracking, establishing Project issue tracking and communication methodology, and conducting the kickoff meeting.

As part of the initiation, the following tasks will be conducted by the CONTRACTOR and the County:

- Establish a communication plan and create a task management dashboard in an acceptable repository.
- Identify team members who will be responsible for deliverable sign-off and document procedures.
- County creates an Accela user for Digital Plan Room Communication with Accela software.
- Review and adjust Project scope based on additional findings, if necessary.
- Conduct a Project kick-off meeting to review Project objectives, methodology, timeline, roles, and other key Project elements.

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

The Project Kickoff Meeting includes a formal team presentation to review Project objectives, methodology, timeline, roles and responsibilities, risks, and other key Project elements with Project stakeholders.

### CONTRACTOR's Responsibilities:

- Provide timely and appropriate responses to County's reasonable requests for information.
- Coordinate Project planning activities.
- Complete Baseline Project Schedule and Project Kickoff Presentation deliverables with input from appropriate County resources

### County's Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the Project.

Provide timely and appropriate responses to CONTRACTOR's requests for Project planning input and meeting logistics requests.

- Include Executive Project Sponsor (County Building Official) in the Project Kickoff Meeting.
- Create an Accela user for Digital Plan Room Communication with Accela software.

### Acceptance Criteria:

- Completion of the Project Kickoff Meeting
- The CONTRACTOR's access to the County's environment is set up

### Acceptance Review Period:

Seven (7) business days

### **Phase 1 - Deliverable 2: Digital Plan Room Provisioning**

During the cloud provisioning step, the CONTRACTOR's team will review the Digital Plan Room cloud provisioning requirements with the County's technical team, including infrastructure and software prerequisites. Once the prerequisites are confirmed to be in place in the County's DEV environment, the CONTRACTOR shall provision the Digital Plan Room software components and verify that they work properly. Documentation on the software setup architecture specific to the County shall be provided to the CONTRACTOR's technical team for reference.

### CONTRACTOR's Responsibilities:

- Provide timely and appropriate responses to County's requests for information.
- Consult with County resources to provide technical input and answer technical questions related to the requirements for the Digital Plan Room.
- CONTRACTOR shall provision up to two (2) sandbox environments

### County's Responsibilities:

- Provide timely and appropriate responses to CONTRACTOR's requests for information
- Provide CONTRACTOR with Admin contact information to setup County's Admin account

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

### Acceptance Criteria:

- All relevant components of the Digital Plan Room software provisioned on County’s cloud infrastructure and deemed to be working properly
- Confirmation of ability to log in to Digital Plan Room software
- Two (2) sandbox environments created

### Acceptance Review Period:

Seven (7) business days

### **Phase 1 - Deliverable 3: Digital Plan Room Configuration Analysis**

Configuration Analysis encompasses the activities necessary to define the optimal configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to align with the County’s plan review business processes. During this task, the CONTRACTOR’s team, with input from the County, will identify any details related to plan submittal, review, and approval, and provide appropriate configuration specifications for the following items:

- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Digital Signatures validation configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic
- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room discipline configuration
- Determine required Approval Stamps

The Project dashboard will document and keep track of all the Configuration Analysis tasks and determinations.

### CONTRACTOR’s Responsibilities:

- Provide timely and appropriate responses to County’s request for information
- Interview staff to understand existing business processes
- Conduct analysis sessions to capture the required business processes to be automated within the system
- Conduct meetings via email, web conference, and phone to gather and validate analysis input

### County’s Responsibilities:

- Provide timely and appropriate responses to CONTRACTOR’s requests for information.
- Make available the appropriate County key users and content experts to provide the required information, participate in the configuration analysis, and verify the accuracy of the documented workflows, input/output formats, and data elements

## **EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS**

- Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports, and forms; and other relevant information
- Schedule participants and meeting locations for analysis activities

### Acceptance Criteria:

Completion of To-Be Analysis Sessions

### Acceptance Review Period:

Seven (7) business days

### **Phase 1 - Deliverable 4: Digital Plan Room Configuration**

The CONTRACTOR will configure the Digital Plan Room and make any modifications to the Accela Civic Platform configuration based on the requirements and determinations agreed upon in Deliverable 3.

The following high-level tasks will be performed:

- Configure Accela Civic Platform standard choices for the Digital Plan Room as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration

Documentation on the software configuration specific to the County will be provided to the County's administrative and technical team for reference.

### CONTRACTOR Responsibilities:

- Providing timely and appropriate responses to County's request for information
- Configuring the solution components as defined in the To-Be Analysis sessions

### County Responsibilities:

- Providing timely and appropriate responses to CONTRACTOR's requests for information
- Making available the appropriate County key users and content experts to participate in creating the system to learn about the system (knowledge transfer)
- Working with CONTRACTOR to verify that the system meets the requirements captured in the To-Be Analysis sessions

### Acceptance Criteria:

- Configuration documentation provided to County
- The customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the County. Upon delivery of the County's initial feedback from



## **EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS**

the initial review, CONTRACTOR will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance. Upon delivery of County feedback from the second and final review, CONTRACTOR will complete the necessary changes and updates.

Acceptance Review Period:

Seven (7) business days

### **PHASE 2: USER ACCEPTANCE TESTING, TRAINING & GO-LIVE PHASE**

In this phase, the test deployment will evolve into a fully functioning electronic plan review deployment, guided by feedback and input from County staff. The County's participants are given full access to the deployment created in the previous phase and will conduct "test" electronic plan review workflows using sample data and plans. During this phase, the team will simulate as many real-life conditions and project types as possible to understand the capabilities of the designed workflow. County staff will record any issues to be assessed and corrected as agreed by both parties. Additionally, training sessions are conducted for administrators and end-users, and any additional training documentation is also provided in this phase.

#### **Phase 2 - Deliverable 1: User Acceptance Testing (UAT)**

During UAT, the CONTRACTOR will assist the County in testing and validating the configuration and readiness for migration to production. A template test plan that includes general best practices will be provided to the County. In cooperation with the County, the test plan will be refined to align with the County's configuration and business use cases.

After the test plan is completed, the testing effort will commence. This effort will require a significant time commitment from the County. The CONTRACTOR will assist the County through UAT support and address and resolve issues identified during the UAT process as the County's staff carries out the test plan.

Once the entire team reaches a consensus and is confident in the solution, the configuration will be prepared for final migration to production and Go-Live. At this point, a specific Go-live date will be established. UAT will take up to eight (8) weeks, with two (2) to three (3) weeks estimated for UAT script development by the CONTRACTOR, two (2) to three (3) weeks of testing by the County, and two (2) weeks of Critical and High issue resolution by the CONTRACTOR. A change order is required to add more support if the CONTRACTOR's UAT support exceeds two (2) weeks.

For issues classified as Critical or High defects, a support ticket is opened with the company's engineering team using the company's Service Desk process for review and resolution. All Critical and High defects must be resolved before completing UAT. The following defines Critical and High defects:

- **Critical** – Major test case(s) are blocked from successful execution without an available workaround. During dry runs and formal test executions, a test critical defect must have an acceptable workaround or fix as soon as possible.

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

- **High** – Significant degradation in primary operational functions or performance/stability. No workaround is available. During dry-runs and formal test executions, a defect categorized as High requires a fix or acceptable workaround as soon as possible.
- **Medium** – Workaround available for total or partial loss of major operational functions. It has a marginal impact on major operational functions.
- **Low** – A system problem that does not prohibit the successful completion of a test. No significantly noticeable impact on system operations.

### CONTRACTOR Responsibilities:

- Developing the User Acceptance test scripts
- Providing recommendations on testing strategy and best practices
- Supporting the County in up to two (2) weeks of UAT effort and the validation of the system configuration and its readiness for migration to production for active use
- Resolving all Critical and High defects discovered because of UAT activities

### County Responsibilities:

- Providing timely and appropriate responses to the CONTRACTOR's request for information.
- Making available the appropriate County key users and content experts to participate in UAT as defined and managed by County.
- Utilizing the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.
- Conducting up to three (3) weeks of UAT following the development of test scripts by CONTRACTOR.

### Acceptance Criteria:

- Creation of UAT scripts by CONTRACTOR
- Completion of up to two (2) weeks of UAT support by the CONTRACTOR
- Completion of up to three (3) weeks UAT by the County
- Resolution of all Critical and High defects by CONTRACTOR discovered during UAT by County

### Acceptance Review Period:

Seven (7) business days

### **Phase 2 - Deliverable 2: Administrative and Technical Training**

The CONTRACTOR will provide training to the County's staff, focusing on the administrative and technical setup, as well as Digital Plan Room administration and configuration. The goal is to educate County staff in all aspects of the Digital Plan Room solution and ensure that they are confident before Go-Live.

The CONTRACTOR will provide remote training sessions that span four (4) hours. County staff are responsible for selecting qualified users for the training, who are critical to Project success. The following topics will be covered as part of the training session:

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

- Accela workflow integration
- Plans and Documents upload
- Digital Plan Room roles and mapping to Accela roles
- Digital Plan Room Standard Choices
- Digital Signatures validation
- Approval Stamps creation and deployment

### CONTRACTOR Responsibilities:

- Coordinate with the County to define the training schedule and logistics
- Deliver training per the specific requirements listed above

### County Responsibilities:

- Select and prepare the power-users who participate in the training and subsequently training end-users
- Arrange the time and qualified people for the training who are critical to the Project success
- Provide suitable County facilities to accommodate various training classes
- Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course
- Ensure that the users install prerequisite software prior to training

### Acceptance Criteria:

Execution of administrative and technical training courses

### Acceptance Review Period:

Seven (7) business days

### **Phase 2 - Deliverable 3: End User Training**

The CONTRACTOR will undertake all necessary training to operate electronic plan review processes across relevant departments. Training materials and required training sessions will be developed and conducted.

The CONTRACTOR will provide the following onsite or remote training sessions to the County End Users (Users with non-administrative roles) within the same week:

- One (1) two- (2-) hour session for Intake Specialists/Permit Technicians with the same curriculum for each session
- Two (2) four- (4-) hour sessions for Plan Reviewers/Managers with the same curriculum for each session

It is recommended that each training session be recorded for reference.

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

The course curriculum is as follows:

### Intake Specialists/Permit Technician Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	<ul style="list-style-type: none"> <li>• Plan submittal from the customer perspective                             <ul style="list-style-type: none"> <li>○ Understanding the process, a customer will follow to submit an application and submit plans and supporting documents</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>○ Review the types of file validation &amp; digital signature validation occurring during submittal and how to interpret any errors</li> <li>○ Walkthrough file processing and reviewing the automated sheet numbering.</li> <li>• Resubmittal process from the customer perspective                             <ul style="list-style-type: none"> <li>○ Reviewing &amp; answering issues from a rejected plan set</li> <li>○ Completing the resubmittal of plan addressing the answered issues.</li> </ul> </li> </ul>
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	<ul style="list-style-type: none"> <li>• Plan submittal from a staff perspective when done in-house.</li> <li>• High level review of Plan Reviewer activities                             <ul style="list-style-type: none"> <li>○ Learn at a high level the steps a plan reviewer will perform and how they affect what the customer will see in Accela Citizen Access</li> </ul> </li> </ul>

### Plan Reviewers/Managers Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	<ul style="list-style-type: none"> <li>• Accela workflow and the digital plan room                             <ul style="list-style-type: none"> <li>○ Learn how the digital platform interacts with the Accela workflow</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>• Completing a plan review                             <ul style="list-style-type: none"> <li>○ Navigating the digital plan room</li> <li>○ Overview of the viewer and available tools</li> <li>○ Creating issues &amp; markup</li> <li>○ Reviewing issues and filtering tools</li> <li>○ Sheet versioning</li> <li>○ Comparison tools</li> <li>○ Stamping</li> </ul> </li> <li>• Rejecting plans &amp; requesting revisions</li> <li>• Resubmittals &amp; approving plans</li> <li>• Create print set</li> </ul>
	<ul style="list-style-type: none"> <li>• Overview of Intake Staff usage of the digital plan room                             <ul style="list-style-type: none"> <li>○ Plan submittal from a staff perspective when done in-house</li> </ul> </li> </ul>

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	<ul style="list-style-type: none"> <li>• Overview of customer usage of digital plan room                             <ul style="list-style-type: none"> <li>○ Plan submittals and file validation &amp; processing</li> <li>○ Reviewing and answering issues contextually from the plan markup</li> </ul> </li> </ul>

CONTRACTOR Responsibilities:

- Coordinating with the County to define training schedule and logistics
- Providing End User Training as described above

County Responsibilities:

Selecting the course

Acceptance Criteria:

Execution of End User Training course to the County as described above

Acceptance Review Period:

Seven (7) business days

### **Phase 2 - Deliverable 4: County Constituent Enablement**

County Constituents such as the licensed professionals, owners and general public leveraging the ePermitHub Digital Plan Room embedded in Accela Citizen Access will be able to:

- Submit their initial electronic plans and supporting documents
- Respond to Issues related to their plans created by County Plan Reviewers
- Resubmit corrected plan sheets (aka, digital slip sheets)
- Access and print approved documents of their plans

During County Constituent Enablement, the CONTRACTOR co-presents webinar-based training with the County. The County publishes videos to a dedicated Digital Plan Room information page on the County’s website.

CONTRACTOR Responsibilities:

- Provide two (2) recorded web-based County Constituent training sessions of one and one-half (1.5) hours each covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to Agency Correction comments
  - Plan Re-submittal

County Responsibilities:

- Creating a dedicated public-facing information web page for related Digital Plan Room videos
- Coordination of the external customer webinar scheduling, registration and launching of the training

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

### Acceptance Criteria:

- Two (2) web-based County Constituent training sessions of one and one-half (1.5) hour each completed covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to County comments
  - Plan Re-submittal
  
- Execution of training for County’s Constituent as described above

### Acceptance Review Period:

Seven (7) business days

### **Phase 2 - Deliverable 5: Production Planning and Go-Live Migration**

During Go-Live Migration and Production Planning, the CONTRACTOR and County will work together to develop both Go-Live Migration and Production Planning documents. The Production Plan details the pre-installation, Accela back-office installation, and Accela Citizen Access installation activities for the Digital Plan Room. The Go-Live Migration Plan details how migration will take place from the County’s existing plan review process/solution to the Digital Plan Room solution, including how to handle in process plan review projects.

### CONTRACTOR Responsibilities:

- Creating an initial draft of the Go-Live Migration Plan document
- Finalizing Go-Live Migration Plan document with County
- Creating an initial draft of the Production Plan document
- Finalizing Production Plan document with County
- Remote support during Go-Live

### County Responsibilities:

- Providing feedback on the initial draft of the Go-Live Migration Plan document
- Providing feedback on the initial draft of the Production Plan document
- Providing technical and functional user support for pre- and post-Go-Live planning, execution, and monitoring
- Providing timely and appropriate responses to Accela’s request for information
- Assisting in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production
- Making available the appropriate County key users and content experts to participate in user acceptance testing as defined and managed by Agency

### Acceptance Criteria:

- Go-Live Migration Plan document finalized
- ePermitHub Digital Plan Room used in the Production environment for daily use

### Acceptance Review Period:

Seven (7) business days

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

### **Phase 2 - Deliverable 6: Post-Go-Live and Transition to Standard Accela Technical Support**

Upon Go-Live, the County takes ownership of the solution in production and performs the Tier 1 and Tier 2 support functions covering Medium and Low defects as defined above in “Phase 2 - Deliverable 3: UAT”. This deliverable consists of the Post Go-Live support assistance the CONTRACTOR provides (Tier 3) to address Critical and High issues, “Phase 2 - Deliverable 3: UAT”, and provide consultative advice immediately following the move to Production for daily use.

Additionally, a formal meeting will be scheduled with the County, the CONTRACTOR Professional Services Team, and the CONTRACTOR Technical Support to transition support of future issues and questions from the County to the CONTRACTOR Technical Support program.

In terms of specific output, the following will be executed for this deliverable:

- Six (6) weeks of Post-Go-Live Support
- Finalized post-production issues list
- Resolution of all Critical and High defects as defined above in “Phase 2 - Deliverable 3: UAT”
- The transition of support from the Professional Services team to CONTRACTOR Technical Support for ongoing support

#### CONTRACTOR Responsibilities:

- Daily 30-minute standing calls for first two (2) weeks following Go-Live
- Two 30-minute standing calls per week for the second two (2) weeks following Go-Live
- One 30-minute standing call per week for the third two weeks (2) following Go-Live
- Transfer ongoing support of the County to the CONTRACTOR Technical Support program

#### County Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post-Production Issues List
- Provide timely and appropriate responses to the CONTRACTOR’s request for information
- Following the post-Go-Live support period, the County will submit Production technical support issues through the CONTRACTOR Service Desk process for review and resolution

#### Acceptance Criteria:

- Six (6) weeks of Post Go-Live support provided
- Resolution of all Critical and High defects as defined above in “Phase 2 - Deliverable 3: UAT” discovered during Post Go-Live support period
- Transfer meeting regarding ongoing support of the County to the CONTRACTOR Technical Support program conducted

#### Acceptance Review Period:

Seven (7) days

## EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

### *Risk and Issue Management*

Project risks are characteristics, circumstances, or features of the Project environment that may have an adverse effect on the Project or the quality of its deliverables. Known risks identified with this Project have been included below. A plan will be put into place to mitigate the impact of each risk on the Project.

1. Current process As-Is documentation details are not enough to understand differences in future software state.
2. The gap analysis may identify additional functionality not represented during the pre-contracting process, causing an increase in scope and/or budget.
3. The integration scope is altered and extended, causing go-live issues.
4. Test plans not detailed enough to handle all business needs.
5. Equipment needed to run the software is not identified or available at the County site.
6. County staff availability for User Acceptance testing.
7. County staff availability for training.
8. County organizational change management not thorough enough to gain acceptance of new software.
9. Dependency on the Accela configuration that is required for the ePermitHub solution (i.e., configured base record types including fees, workflows, intake forms, etc.).

To mitigate and resolve Project risks, the CONTRACTOR team will:

- Develop and maintain a Risk and Issues Management tracker to maintain collaboration between the County Project leadership, Accela and CONTRACTOR implementation team.
- Work with the County in order to resolve or mitigate risks or issues with the objective of not compromising Project deliverables
- Escalate Risks and Issues when necessary to the appropriate County team leadership

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$4,849,536.39 for the performance of all things necessary for or incidental to the performance of work as set forth in this Amendment 6. CONTRACTOR'S compensation for Professional Services related to implementation of ePermitHub during Year 1 per this Amendment 6 shall not exceed \$20,000. In addition, CONTRACTOR'S compensation for ePermitHub Subscription fees and Professional Services for implementation shall be based on the following rates or in accordance with the following terms:



**EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS**

<b>Pricing Summary</b>				
		Subscription Services for ePermitHub Digital Plan Room	Professional Services for Implementation	Net Total
Year 1	12/01/25-06/30/26	\$23,333.33	\$20,000.00	\$43,333.33
Year 2	07/01/26-06/30/27	\$40,000.00		\$40,000.00
Year 3	07/01/27-06/30/28	\$50,000.00		\$50,000.00
Year 4	07/01/28-06/30/29	\$55,000.00		\$55,000.00
Year 5	07/01/29-06/30/30	\$65,000.00		\$65,000.00
			<b>Total</b>	<b>\$253,333.33</b>

Costs for Professional Services related to implementation of ePermitHub during Year 1, per this Amendment 6 will be invoiced separately from the annual ePermitHub subscription fees. Professional Services implementation invoices will be submitted during Year 1 at the completion of Phase 1 for \$10,000 and completion of Phase 2 for \$10,000 for a total Professional Services fees of \$20,000.

This Amendment 6 does not include provisions for travel as the County does not require onsite resources. Should the County require onsite resources, travel to the County site shall not occur unless a signed Change Order with applicable terms and conditions has been executed prior to travel.

CONTRACTOR believes that the cost charged for ePermitHub Services under the terms of this contract are not in excess of those charged any other client for the same ePermitHub Services performed by the same individuals. In particular, Year 1 is at a 39% discount, Year 2 is at a 41% discount, Year 3 is at a 30% discount, Year 4 is at a 27% discount, and Year 5 is at an 18% discount.

**B.2 CONTRACTOR’S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly, 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. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey  
Housing and Community Development (HCD) – Finance  
1441 Schilling Place, South 2<sup>nd</sup> 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@countyofmonterey.gov](mailto:194-HCD-Finance@countyofmonterey.gov).

## **EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS**

Notwithstanding anything to the contrary, CONTRACTOR is not assigning any intellectual property to County under this Agreement and, with the exception of Professional Services, Subscription Services are not subject to any acceptance.

County may, in its sole discretion, terminate this Amendment 6 for ePermitHub or withhold payments claimed by CONTRACTOR for Professional Services rendered under this Amendment, if CONTRACTOR fails to comply with any term or condition of this Agreement relating to ePermitHub and does not cure such non-compliance within thirty (30) days after receiving written notice. In such case of termination, and notwithstanding anything to the contrary, CONTRACTOR shall be paid for all work performed up to the date of termination. No refunds shall be issued for any amounts paid for work already performed and Subscription Services fees.

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 of Professional Services or in anticipation of Professional Services to be provided under this Agreement shall be made by the County.

Pricing is based upon payment by ACH and check. Payment by credit card (including purchase cards) for product and services in this Agreement will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

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

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

**\*\*\*\*THIS SECTION LEFT BLANK INTENTIONALLY\*\*\*\***