

Attachment B

This page intentionally left blank.

**AMENDMENT NO. 5
TO THE AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCELA, INC.**

THIS AMENDMENT NO. 5 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Accela, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into an Agreement with County on March 25, 2008 (hereinafter, "Agreement") to provide professional services to implement, host, and maintain the Accela Automation software product (hereinafter, "services") through December 31, 2012 for an amount not to exceed \$1,791,726.95; and

WHEREAS, Agreement was amended by the Parties on January 2, 2013 to extend the term for three (3) months through March 31, 2013 with no increase in the Agreement's not to exceed amount (hereinafter, "Amendment No. 1"); and

WHEREAS, Agreement was amended by the Parties on March 8, 2013 to extend the term for three (3) additional years through March 30, 2016 and to increase the Agreement amount by \$623,742.54 which resulted in a not to exceed amount of \$2,415,469.49 (hereinafter, "Amendment No. 2" Exhibit A-1 – Scope of Services/Payment Provisions); and

WHEREAS, Agreement was amended by the Parties on January 28, 2015 to increase the Agreement amount by \$25,021.21 which resulted in a not to exceed amount of \$2,440,490.70 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Scope of Services/Payment Provisions); and

WHEREAS, Agreement was amended by the Parties on October 19, 2015 to increase the Agreement amount by \$4,560.00 which resulted in a not to exceed amount of \$2,445,050.70 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Scope of Services/Payment Provisions); and

WHEREAS, the County has continued need for services; and

WHEREAS, additional time and funding are necessary to allow the CONTRACTOR to continue to provide required annual program maintenance and managed hosting for the Accela Automation software product for an additional three (3) year period; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for three (3) additional years to March 30, 2019 and increase the amount by \$687,341.70 for a total amount not to exceed \$3,132,392.40 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

Amendment No. 5 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services
Term: March 31, 2008 – March 30, 2019
Not to Exceed: \$3,132,392.40

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

1. Amend Paragraph 2, "Performance of the Agreement", by adding "Exhibit A-4, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications (Attachment I)".
2. Amend the first sentence of Section 2.0, "Term of Agreement", to read as follows:

The term shall commence March 31, 2008 through and including March 30, 2019.
3. Amend Item 4.1 of Section 4.0, "Compensation and Payments", by adding "4.1.7, Exhibit A-4 within Attachment I".
4. Amend Item 4.2 of Section 4.0, "Compensation and Payments", to read as follows:

The total of this AGREEMENT shall not exceed \$3,132,392.40 during the term of the AGREEMENT.
5. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", of the Agreement. All invoices shall reference the Project name and associated Purchase Order (PO) number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

6. Amend Section 1.0, "Professional Services", of Attachment C, "Services Agreement", to read as follows:

CONTRACTOR shall provide the implementation, data conversation, and/or training services ("Professional Services") described in the Statement of Work (SOW) in Attachment A; maintenance and modifications described in Exhibit A-1, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications in Attachment F; the purchase, maintenance and hosting of ten (10) additional licenses described in Exhibit A-2, Scope of Services/Payment Provisions for Accela Automation Maintenance in Attachment G; report training described in Exhibit A-3, Scope of Services/Payment Provisions in Attachment H; and maintenance and hosting described in Exhibit A-4, Scope of Services/Payment Provisions in Attachment I.

Amendment No. 5 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services
Term: March 31, 2008 – March 30, 2019
Not to Exceed: \$3,132,392.40

7. Amend Paragraph 3.1, "Maintenance Fees", of Section 3.0, "Compensation", of Attachment E, "Maintenance Agreement", to read as follows:

In exchange for the Maintenance Services described hereinabove, County will pay to CONTRACTOR the amounts indicated in Exhibit A within Attachment E of the Agreement, Exhibit A-1 within Attachment F of the Agreement, Exhibit A-2 within Attachment G of the Agreement, and Exhibit A-4 within Attachment I of the Agreement.

8. All other terms and conditions of the Agreement remain unchanged and in full force.
9. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

Amendment No. 5 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services
Term: March 31, 2008 – March 30, 2019
Not to Exceed: \$3,132,392.40

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Accela, Inc.
Contractor's Business Name

Date: _____

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

Its: _____
(Print Name and Title)

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

Date: _____

By: _____
Deputy County Counsel

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

Date: _____

Its: _____
(Print Name and Title)

Approved as to Fiscal Provisions

Date: _____

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 5 to the Agreement
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services
Term: March 31, 2008 – March 30, 2019
Not to Exceed: \$3,132,392.40

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

ATTACHMENT I

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

The purpose of this Exhibit A – 4 is to extend CONTRACTOR’s maintenance and hosting services for three (3) additional years and to allow the County to relinquish certain software licenses that have been determined to be no longer needed in its business operation.

A. License Modification; Maintenance and Hosting Term

1. Effective March 31, 2016, County relinquishes its license rights to Accela Service Request™ (10 named users) software application (“Application”); County will cease all use of the Application and maintenance/hosting obligations for the Application will be ended.
2. Deliverables and Compensation: Software maintenance and managed (hosting) services will be extended an additional three (3) years, commencing March 31, 2016 through March 30, 2019, under the following terms:

Deliverables	Unit Price	Fees
Fourth-Additional Term of Annual Maintenance and Support for Accela Automation® Land Management (150 Named Users)	\$519.98	\$77,997.00
Fourth-Additional Term of Annual Maintenance and Support for Accela Wireless/Mobile Office™ (30 Named Users)	\$807.15	\$24,214.50
Fourth-Additional Term of Annual Maintenance and Support for Accela Citizen Access™ (Based Upon 410,206 Population) (Quantity of 3 Modules)	\$3,381.75	\$10,145.25
Fourth-Additional Term of Annual Maintenance and Support for Accela GIS™ (150 Named Users)	\$148.18	\$22,227.00
Fourth-Additional Term of Annual Managed Service Bundle Renewal (Hosting)	\$86,694.32	\$86,694.32
Total of Fees		\$221,278.07
Fifth-Additional Term of Annual Maintenance and Support for Accela Automation® Land Management (150 Named Users)	\$538.18	\$80,727.00
Fifth-Additional Term of Annual Maintenance and Support for Accela Wireless/Mobile Office™ (30 Named Users)	\$835.40	\$25,062.00
Fifth-Additional Term of Annual Maintenance and Support for Accela Citizen Access™ (Based Upon 410,206 Population) (Quantity of 3)	\$3,500.11	\$10,500.33
Fifth-Additional Term of Annual Maintenance and Support for Accela GIS™ (150 Named Users)	\$153.37	\$23,005.50
Fifth-Additional Term of Annual Managed Service Bundle Renewal (Hosting)	\$89,728.62	\$89,728.62
Total of Fees		\$229,023.45
Sixth-Additional Term of Annual Maintenance and Support for Accela Automation® Land Management (150 Named Users)	\$557.02	\$83,553.00
Sixth-Additional Term of Annual Maintenance and Support for Accela Wireless/Mobile Office™ (30 Named Users)	\$864.64	\$25,939.20
Sixth-Additional Term of Annual Maintenance and Support for Accela Citizen Access™ (Based Upon 410,206 Population) (Quantity of 3)	\$3,622.62	\$10,867.86
Sixth-Additional Term of Annual Maintenance and Support for Accela GIS™ (150 Named Users)	\$158.74	\$23,811.00
Sixth-Additional Term of Annual Managed Service Bundle Renewal (Hosting)	\$92,869.12	\$92,869.12
Total of Fees		237,040.18

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR**

ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS

Fourth-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2016 through March 30, 2017 and are due on March 31, 2016.

Fifth-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2017 through March 30, 2018 and are due on March 31, 2017.

Sixth-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2018 through March 30, 2019 and are due on March 31, 2018.

TOTAL COST FOR LICENSE MODIFICATION, MAINTENANCE AND HOSTING **\$687,341.70**

B. Payment Provisions

The total amount of additional services provided under Amendment No. 5 to the Agreement shall not exceed \$687,341.70.

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

PAYMENT PROVISIONS

Invoices for maintenance implementation under Amendment No. 5 to the Agreement shall be submitted at the initiation of the maintenance period and shall identify the maintenance period being implemented. Invoices for work products / deliverables shall be submitted when the work product is complete and shall identify the document or work product being delivered. All invoices shall include the following:

- Invoice Coversheet for Amendment No. 5 to Agreement
Accela, Inc.**

Accela Automation Software Maintenance and Modifications

Date: _____

Invoice No. _____

Original Agreement Term: March 31, 2008 – December 31, 2012

Original Agreement Amount: \$ 1,791,726.95

Amendment No. 1: Extension of Term to March 31, 2013

Amendment No. 2: \$ 623,742.54
Extension of Term to March 30, 2016

Amendment No. 3: \$ 25,021.21

Amendment No. 4: \$ 4,560.00

Amendment No. 5: \$ 687,341.70
Extension of Term to March 30, 2019

Total Agreement Amount: \$ 3,132,392.40

For Amendment No. 5:

This Invoice:	A.	1. Fourth Additional Term of Annual Maintenance for Accela Automation (March 31, 2016 to March 30, 2017)	\$ 221,278.07
		2. Fifth Additional Term of Annual Maintenance for Accela Automation (March 31, 2017 to March 30, 2018)	\$ 229,023.45
		3. Sixth Additional Term of Annual Maintenance for Accela Automation (March 31, 2018 to March 30, 2019)	\$ 237,040.18
Grand Total:			\$687,341.70

Remaining Balance \$ _____

Approved as to Work/Payment: _____

Jackson Dy, Departmental Information Systems Manager

_____ Date

Invoice Billing:

All Invoices Are To Be Sent To:
County of Monterey
Resource Management Agency – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Telephone: (831) 755-4800

This page intentionally left blank