

Attachment B

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Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14427, Amendment No.:3

a. Approved Amendment No. 3 to Agreement No. A-14427 with Accela, Inc., to correct the not to exceed amount from \$1,108,746.85 to \$2,127,744.16 retroactively to July 1, 2022, to continue to provide implementation, hosting and maintenance for the subscription services for the Accela software product ("services") with no change in the term from June 27, 2019 through June 30, 2025 or to the Scope of Services;

b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 and future amendments to the Agreement where the scope of work is not changed significantly and do not exceed ten percent (10%) of the total Agreement amount.

PASSED AND ADOPTED on this 26th day of July 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 26, 2022.

Dated: July 28, 2022

File ID: 22-418

Agenda Item No.: 53

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 3
TO NON-STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND
ACCELA, INC.**

THIS AMENDMENT NO. 3 to Non-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 County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to correct the not to exceed amount from \$1,108,746.85 to \$2,127,744.16, an increase of \$1,018,997.31, with no change to the contract term or scope of services to allow the CONTRACTOR to continue to provide services;

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

1. 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, and A-2 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 \$2,127,744.16.

2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
3. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: DocuSigned by:
Debra R. Wilson
7B741937AA0D4E...
Contracts/Purchasing

Accela, Inc.
Contractor's Business Name

Date: 7/28/2022

By: DocuSigned by:
Brad Leahy
03395972FA3343B...
Signature of Chair, President or Vice President)

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

Brad Leahy, Vice President
(Print Name and Title)

By: DocuSigned by:
Kelly L. Donlon
22D690CA05A940B...
Kelly L. Donlon
Assistant County Counsel

Date: 7/13/2022

Date: 7/15/2022

By: DocuSigned by:
Aaron Haggarty
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Aaron Haggarty, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: DocuSigned by:
Gary Giboney
D3834BFEC1D8440...
Auditor/Controller

Date: 7/14/2022

Date: 7/15/2022

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.

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