

Attachment 1

**AMENDMENT NO. 2
TO NON-STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND
ACCELA, INC.**

THIS AMENDMENT NO. 2 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 Housing and Community Development Department (HCD) was created;

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term three (3) additional years through June 30, 2025 and increase the amount by \$89,749.54 for a total amount not to exceed of \$1,108,746.85 to allow 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 \$1,108,746.85

2. Amend the first sentence of Section 3.0, “TERM OF AGREEMENT,” 3.01, to read as follows:

The term of this Agreement is from July 1, 2019 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Add to Section 4.0, SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, to read as follows:

Exhibit A-2 Scope of Services/Payment Provisions

4. Amend Section 14.0, NOTICES, 14.01 as follows:

FOR COUNTY:

Kathy Nielsen, Management Analyst II
County of Monterey
Housing and Community Development Department
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
(831) 755-4832
194-HCD-Contracts@co.monterey.ca.us

5. In all places within the Agreement, any reference to the Resource Management Agency (RMA) is hereby replaced with Housing and Community Development (HCD).
6. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP-GP@co.monterey.ca.us for invoicing is hereby replaced with 194-HCD-Finance@co.monterey.ca.us.
7. All invoices shall reference the Project name 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 – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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

8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 2 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. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By:

Contracts/Purchasing

Accela, Inc.

Contractor's Business Name

Date:

By:

DocuSigned by:
Brad Leahy

(Signature of Chairman, 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

22D690CA05A940B1
Kelly L. Donlon
Assistant County Counsel

Date:

3/25/2022

Date:

3/25/2022

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:
Joey Nolasco

F60C442ED05B43A
Auditor/Controller

Date:

3/25/2022

Date:

3/29/2022

Approved as to Liability Provisions³

Office of the County Counsel-Risk Management

Leslie J. Girard, County Counsel

By:

Danielle P. Mancuso
Risk Manager

Date:

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-2 – 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

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

Year 1 Service Costs

July 1, 2022 through June 30, 2023

Services	Price	Quantity	Net Total
Multi Solution User	\$2,039.68	175	\$356,943.51
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis licensing - SaaS			
	TOTAL		\$356,943.51

Year 2 Service Costs

July 1, 2023, through June 30, 2024

Services	Price	Quantity	Net Total
Multi Solution User	\$2,111.07	175	\$369,436.53
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
	TOTAL		\$369,436.53

Year 3 Service Costs

July 1, 2024, through June 30, 2025

Services	Price	Quantity	Net Total
Multi Solution User	\$2,184.95	175	\$382,366.81
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
	TOTAL		\$382,366.81

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS**Pricing Summary**

Period	Net Total
Year 1	\$356,943.51
Year 2	\$369,436.53
Year 3	\$382,366.81
TOTAL	\$1,108,746.85

B. PAYMENT PROVISIONS**B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$1,108,746.85 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:

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: