

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

THIS AMENDMENT NO. 6 to Agreement No. A-11132 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 Agreement No. A-11132 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 (hereinafter, "Amendment No. 1") to extend the term for three (3) additional months through March 31, 2013 with no increase in the not to exceed amount; and

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

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

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

WHEREAS, Agreement was amended by the Parties on March 30, 2016 (hereinafter, "Amendment No. 5", including Exhibit A-4 – Scope of Services/Payment Provisions) to extend the term for three (3) additional years through March 30, 2019 and to increase the amount by \$687,341.70 which resulted in a total not to exceed amount of \$3,132,392.40; and

WHEREAS, the Parties desire to continue with the Accela Automation software product through June 30, 2019; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

Amendment No. 6 to Agreement No. A-11132
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services
Term: March 31, 2008 – June 30, 2019
Not to Exceed: \$3,192,139.96

WHEREAS, the Parties wish to further amend the Agreement to extend the term for three (3) additional months to June 30, 2019 and to increase the amount by \$59,747.56 for a total amount not to exceed \$3,192,139.96 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

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

1. Amend Paragraph 2, "Performance of the Agreement", by adding "Exhibit A-5, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications" (Attachment J).

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 June 30, 2019.

3. Amend Item 4.1 of Section 4.0, "Compensation and Payments", by adding "4.1.8, Exhibit A-5 within Attachment J".

4. Amend Item 4.2 of Section 4.0, "Compensation and Payments", to read as follows:

The total of this AGREEMENT shall not exceed \$3,192,139.96 during the term of the AGREEMENT.

5. Amend Item 11.3.2, "Business automobile liability insurance", of Section 11.0, "Insurance", to read as follows;

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6. Amend "TO THE COUNTY" information under Section 12; "Notices", to read as follows:

Jackson Dy, Departmental Information Systems Manager
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Telephone: (831) 755-5194
Email: dyjl@co.monterey.ca.us

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7. Amend the first sentence of Section 2.0, "System Administration and Security", of Attachment B, "Hosting Agreement", to read as follows:

From the effective date of the AGREEMENT through June 30, 2019, the Hosted Applications will be hosted by CONTRACTOR on CONTRACTOR-owned equipment at a physically-secure commercial hosting facility with responsibility assumed by CONTRACTOR.

8. Amend Section 5.0, "Hosting Fee", of Attachment B, "Hosting Agreement", to read as follows:

In exchange for the Hosting Services described herein, County shall pay CONTRACTOR, over the initial term of the contract (5 years) in the amount of \$375,000 and the first extended term of the contract (3 years) in the amount of \$239,884.90, the second extended term of the contract (3 years) in the amount of \$269,292.06, and \$23,408.48 for the third extended term of the contract (3 months), for a total Hosting Fee not to exceed a total of \$907,585.44.

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

CONTRACTOR shall provide the implementation, data conversion, 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; maintenance and hosting described in Exhibit A-4, Scope of Services/Payment Provisions in Attachment I; and maintenance and hosting described in Exhibit A-5, Scope of Services Payment Provisions in Attachment J.

10. 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, Exhibit A-4 within Attachment I of the Agreement, and Exhibit A-5 within Attachment J of the Agreement.

11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
12. 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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13. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

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:

Contracts/Purchasing Officer

Accela, Inc.
Contractor's Business Name

Date:

By:

(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its:

(Print Name and Title)

By:

Brian P. Briggs
Deputy County Counsel

Date:

By:

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

Date:

3-18-19

Its:

Maximilian Schroedl, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

3/14/2019

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By:

Name:

Title:

Date:

*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) managing members. 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.

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Accela, Inc.
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13. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

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: _____
Contracts/Purchasing Officer

Accela, Inc.
Contractor's Business Name

Date: _____

By: Mitch Knight
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: REGIONAL VICE PRESIDENT
(Print Name and Title)

By: _____
Brian P. Briggs
Deputy County Counsel

Date: 3-15-2019

Date: _____

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

Approved as to Fiscal Provisions

Its: _____
(Print Name and Title)

By: _____
Auditor/Controller

Date: _____

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

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**EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

ATTACHMENT J

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 – 5 is to extend CONTRACTOR's maintenance and hosting services for three (3) additional months.

A. License Modification; Maintenance and Hosting Term

1. Deliverables and Compensation: Software maintenance and managed (hosting) services will be extended an additional three (3) months, commencing March 31, 2019 through June 30, 2019, under the following terms:

Item / SKU	Description	Quantity	Amount
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	150	\$21,059.72
MR100AMOM120601	Accela Mobile Office Annual Maintenance and Support Renewal	30	\$6,538.44
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	3	\$2,738.84
MR100GISM120601	Accela GIS Annual Maintenance and Support Renewal	150	\$6,002.08
MR100AAX0000002	Accela Managed Service Fees – Bundle Renewal (Hosting)	1	\$23,408.48

Three (3) month Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2019 through June 30, 2019 and are due on March 31, 2019.

TOTAL COST FOR LICENSE MAINTENANCE AND HOSTING

\$59,747.56

B. Payment Provisions

The total amount of additional services provided under Amendment No. 6 to the Agreement shall not exceed \$59,747.56.

**EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

PAYMENT PROVISIONS

Invoices for maintenance implementation under Amendment No. 6 to the Agreement shall be submitted at the initiation of the maintenance period and shall identify the maintenance period being implemented. All invoices shall include the following:

1. Invoice Coversheet:

Amendment No. 6 to Agreement with Accela, Inc. for 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

Amendment No. 6: \$ 59,747.56
Extension of Term to June 30, 2019

Total Agreement Amount: \$ 3,192,139.90

For Amendment No. 5:

This Invoice:	A.	1.	Three (3) month Additional Term Annual Maintenance and Managed Service fees (March 31, 2019 to June 30, 2019)	<u>\$ 59,747.56</u>
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Grand Total:				<u>\$59,747.56</u>
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Remaining Balance \$ _____

Approved as to Work/Payment: _____

Jackson Dy, Departmental Information Systems Manager

_____ Date

Invoice Billing:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 4.0, "Compensation and Payments", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*2670, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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