

# Attachment B

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

**THIS AMENDMENT NO. 3** 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") as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into an Agreement with County on March 25, 2008 (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on January 2, 2013 (hereinafter, "Amendment No. 1") and March 8, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions) and incorporated into the Agreement by this reference; and

**WHEREAS**, the County has a continued need to utilize the Accela Automation Software products provided by the CONTRACTOR; and

**WHEREAS**, the County has identified a need to purchase ten (10) additional Accela Wireless/Mobile Office licenses and associated maintenance and hosting services; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$25,021.21 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend Paragraph 2, "Performance of the Agreement", by adding "Exhibit A-2, Scope of Services for Accela Automation Maintenance (Attachment G)".
2. Amend Item 4.1 of Section 4.0, "Compensation and Payments", by adding "4.1.4, Exhibit A-2 within Attachment G".
3. Amend Item 4.2 of Section 4.0, "Compensation and Payments", to read as follows:

The total of this AGREEMENT shall not exceed \$2,440,490.70 during the term of the AGREEMENT.

Amendment No. 3 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, 2016  
Not to Exceed: \$2,440,490.70

4. 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; and 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.

5. Amend Item 3.1 in Section 3.0, "Compensation", of Attachment E, "Maintenance Agreement", to read as follows:

Maintenance Fees In exchange for Maintenance Services described hereinabove and for the purchase of ten (10) additional licenses, County will pay to CONTRACTOR the amounts indicated in Exhibit A, Exhibit A-1, and Exhibit A-2.

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

Amendment No. 3 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, 2016  
Not to Exceed: \$2,440,490.70

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement 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: Mitch Brodsky, VP Business Development  
(Print Name and Title)

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

Date: 18 December 2014

By:   
Deputy County Counsel

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

Date: 1/7/15

Its: Colin M. Samuels, Asst. Corp. Sec.  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 18 December 2014

Date: 1-7-15

**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. 3 to the Agreement  
Accela, Inc.  
Implementation, Hosting and Maintenance of the Accela Automation Software Product  
RMA – Planning and Building Services  
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**EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**ATTACHMENT G**

Accela, Inc. will provide an additional ten (10) licenses for Accela Wireless/Mobile Office to the County of Monterey at a purchase price of \$18,691.50. Annual maintenance and hosting for the new additional ten (10) licenses for a pro-rated term of January 27, 2015 to March 30, 2015 will be provided at a cost of \$931.71. Maintenance and hosting for the ten (10) additional licenses for the annual term of March 31, 2015 through March 30, 2016 will be provided at a cost of \$5,398.00.

A. Scope of Services: License Purchase, Maintenance and Hosting

1. Deliverables and Compensation: Software purchase and Software maintenance and hosting for Accela Wireless/Mobile Office for ten (10) additional licenses will be provided for a term commencing January 27, 2015 through March 30, 2016, under the following terms:

<b>Deliverables</b>	<b>Fees</b>
Purchase of -Additional Licenses for Accela Wireless/Mobile Office™ (10 Named Users) at 15% discount	\$18,691.50
First pro-rated term of Annual Maintenance and Hosting for the new additional purchased Accela Wireless/Mobile Office™ (10 Named Users) beginning January 27, 2015 – March 30, 2015	\$931.71
<b>Total of Fees</b>	<b>\$19,623.21</b>
Second term of Annual Maintenance and Hosting for the ten (10) additional licenses of Accela Wireless/Mobile Office™ (10 Named Users) beginning March 31, 2015 – March 30, 2016	\$5,398.00
<b>Total of Fees</b>	<b>\$5,398.00</b>
<b>Grand Total of Fees</b>	<b>\$25,021.21</b>

B. Payment Provisions

The total amount of additional purchase, maintenance and hosting services provided under this Amendment No. 3 to the Agreement shall not exceed the amount of \$25,021.21 for a total Agreement amount not to exceed \$2,440,490.70.