

**AMENDMENT NO. 4
TO THE AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCELA, INC.**

THIS AMENDMENT NO. 4 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") to provide professional services to implement, host, and maintain the Accela Automation software product; and

WHEREAS, Agreement was amended by the Parties on January 2, 2013 (hereinafter, "Amendment No. 1"), March 8, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions), and January 28, 2015 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Scope of Services/Payment Provisions); and

WHEREAS, the County has identified a need to obtain report training for the Accela Automation software product from the CONTRACTOR; and

WHEREAS, additional funding is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$4,560.00 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

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

1. Amend Paragraph 2, "Performance of the Agreement", by adding "Exhibit A-3, Scope of Services for Accela Automation Implementation (Attachment H)".
2. Amend Item 4.1 of Section 4.0, "Compensation and Payments", to correct "4.1.4, Exhibit A-2 within Attachment G" to read "4.1.5, Exhibit A-2 within Attachment G".
3. Amend Item 4.1 of Section 4.0, "Compensation and Payments", by adding "4.1.6, Exhibit A-3 within Attachment H".
4. Amend Item 4.2 of Section 4.0, "Compensation and Payments", to read as follows:

The total of this AGREEMENT shall not exceed \$2,445,050.70 during the term of the AGREEMENT.

Amendment No. 4 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: \$2,445,050.70

5. 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, and report training described in Exhibit A-3, Scope of Services/Payment Provision in Attachment H.

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

Amendment No. 4 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: \$2,445,050.70

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 19 October 2015

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

By: 
Deputy County Counsel

Date: 9-30-15

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 9-30-15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____


CONTRACTOR*

Accela, Inc.
Contractor's Business Name

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

Its: Rob Cassetti Sr. VP Sales & marketing
(Print Name and Title)

Date: September 23, 2015

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

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

Date: September 23, 2015

*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. 4 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: \$2,445,050.70

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 the services and staff for the performance of report training for the Accela Automation software product, as set forth below and in the Scope of Services:

1. CONTRACTOR will make all preparations necessary to provide one (1) eight (8) hour course to allow training for County personnel on the "Civic Platform Database Schema Fundamentals and Report Manager" and one (1) four (4) hour course for "Ad-Hoc Reporting" for the Civic Platform of the Accela software. CONTRACTOR will communicate with the County to verify report tools, customize course agendas and schedule courses. CONTRACTOR will also communicate with the County to verify experience levels of course participants and gather report examples prior to the scheduling of the two (2) courses.
2. CONTRACTOR will provide one (1) eight (8) hour course and one (1) four (4) hour course to prepare County personnel using Civic Platform with instruction as follows:

a. **One (1) Day Course – Civic Platform Database Schema Fundamentals and Report Manager**

i. Understanding the Civic Platform Database Design

CONTRACTOR will provide County personnel with instruction to learn the major schema and database layout design of Civic Platform. The skill sets provided are essential for any report development role undertaken by County personnel. CONTRACTOR will provide instruction to enable County personnel to become fully familiar with the schema, Entity Relationship Diagram and Data Dictionary which will aid in developing reports with the supported report writing tools, such as Oracle Report Writer, Structured Query Language (SQL) Server Reporting Service, Crystal Reports, Accela Report Writer and the Vantage360 Report Manager.

ii. Implementing Reporting

CONTRACTOR will provide County personnel with instruction as to the database design to implement pre-built functions and join as part of the report build process.

Pre-Requisites:

Course is best conducted after analysis sessions are complete or as soon as reports resources have been identified by the County and are close to beginning report work.

County course participants should have database structure knowledge and have some report tools skills.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT H

A maximum of seven (7) County attendees are allowed for this eight (8) hour course.

b. Four (4) Hour Course – Ad-Hoc Reporting

i. Ad-Hoc Reporting

CONTRACTOR will provide County personnel with instruction as to usage of the following:

Tool – tool details and usage; and

Use Cases – practical real-use report setup using the Ad-Hoc Reporting Tool.

Pre-Requisites:

Course is best conducted after reporting analysis is determined in order to assist with decisions for report building in Crystal Reports, Oracle Report Writer or Server Reporting Service.

A maximum of seven (7) County attendees are allowed for this four (4) hour course.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$4,560 for the performance of work described herein and as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates and in accordance with the following terms:

Service	Number of Hours	Price
Database Schema and Report Manager Training Eight (8) hour Course	8	\$1,680.00
Ad-Hoc Reporting Four (4) hour Course	4	\$ 840.00
Training Services Preparation Four (4) Hours	4	\$ 840.00
Travel Expenses	N/A	\$1,200.00
TOTAL		\$4,560.00

There are no taxable items included in this Scope of Services.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy" at a not to exceed amount of \$1,200.00. A copy of the policy is available online at:

[http://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT H

Services detailed in this Exhibit A-3 – Scope of Services/Payment Provisions shall be provided as noted. Additional services cannot be provided until the additional work is presented to the County and, upon County approval, amended into the Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized to proceed with the additional services.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Fixed Fee payment may be based upon satisfactory acceptance of each deliverable and will be made after completion of the training outlined in the Agreement.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 1732 North First Street, Suite 400 San Jose, CA 95112 Attn: 408-467-5800, F 408-467-5889, CA Lic 0437153	CONTACT NAME: _____ PHONE (AST, No. Ext): _____ FAX (AST, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Transportation Insurance Co</td> <td>20494</td> </tr> <tr> <td>INSURER C: Continental Insurance Co</td> <td>35288</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E: National Union Fire Insurance Co. Of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance of Hartford	20478	INSURER B: Transportation Insurance Co	20494	INSURER C: Continental Insurance Co	35288	INSURER D: Continental Casualty Company	20443	INSURER E: National Union Fire Insurance Co. Of Pittsburgh, PA	19445	INSURER F:
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102298337-STND-GAWUE-15-16 INSURED Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583														

COVERAGES **CERTIFICATE NUMBER:** SEA-002701793-08 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR INSR / WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		4034953608	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6013899017	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		4034954156	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	6013899003 6013899097	09/01/2015 09/01/2015	09/01/2016 09/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Errors & Omissions		01-637-25-35	09/01/2015	09/01/2016	Limits \$ 5,000,000 SIR \$ 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER CANCELLATION

Monterey County, California 168 West Alisal Street, 2nd Fl Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Daniel Yim <i>Daniel Yim</i>
--	---

POLICY NUMBER
C 4034953606

INSURED NAME AND ADDRESS
ACCELA, INC.
2633 CAMINO RAMON
SUITE 120
SAN RAMON, CA 94583-9132

POLICY CHANGES
CG2010Additional Insured-0704

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

POLICY NUMBER: 4034953606

COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:
**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES	168 WEST ALISAL STREET, 2ND FL. SALINAS, CA 93901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

Page 1 of 2

Thomas F. Motamed
Chairman of the Board

Jonathan Kauter
Secretary

POLICY NUMBER
C 4034953606

INSURED NAME AND ADDRESS
ACCELA, INC.
2633 CAMINO RAMON
SUITE 120
SAN RAMON, CA 94583-9132

POLICY CHANGES
CG2010Additional Insured-0704

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Page 2 of 2



Thomas F. Holman
Chairman of the Board

Jonathan Kuntz
Secretary

G-56015-B (ED. 11/91)

POLICY NUMBER
C 4034953606

INSURED NAME AND ADDRESS
ACCELA, INC.
2633 CAMINO RAMON
SUITE 120
SAN RAMON, CA 94583-9132

POLICY CHANGES
CG2037 Additional Insured-0704

This Change Endorsement changes the Policy. Please read it carefully.
This Change Endorsement is a part of your Policy and takes effect on the
effective date of your Policy, unless another effective date is shown.

POLICY NUMBER: 4034953606

COMMERCIAL
GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Location And Description Of
Or Organization(s): Completed Operations

COUNTY OF MONTEREY,
ITS AGENTS, OFFICERS
AND EMPLOYEES

168 WEST ALISAL STREET, 2ND FL,
SALINAS, CA 93901

Information required to complete this Schedule, if not shown above,
will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an
additional insured the person(s) or organization(s) shown in the
Schedule, but only with respect to liability for "bodily injury" or
"property damage" caused, in whole or in part, by "your work" at
the location designated and described in the schedule of this
endorsement performed for that additional insured and included in
the "products-completed operations hazard".

CG 20 37 07 04


Thomas F. McLaughlin
Chairman of the Board

Jonathan Kuntz
Secretary

G-56015-B (ED. 11/91)

POLICY NUMBER
C 4034953606

INSURED NAME AND ADDRESS
ACCELA, INC.
2533 CAMINO RAMON
SUITE 120
SAN RAMON, CA 94583-9132

POLICY CHANGES
CG2037/Additional Insured-0704

This Change Endorsement changes the Policy. Please read it carefully.
This Change Endorsement is a part of your Policy and takes effect on the
effective date of your Policy, unless another effective date is shown.

© ISO Properties, Inc., 2004



Thomas F. Holman
Chairman of the Board

Jonathan Knutson
Secretary

G-56015-B (KD. 11/91)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p style="text-align: center;">County of Monterey, its agents, officers and employees 168 West Alisal Street, 2nd Fl Salinas, CA 99901</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 4034953606

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



POLICY NUMBER: 6013899017

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): COUNTY OF MONTEREY , its agents, officers and employees
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.





ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
County of Monterey, its agents, officers and employees

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II – **LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

POLICY NUMBER
C 6013899017

INSURED NAME AND ADDRESS
ACCELA, INC.
2633 CANINO RAMON
SUITE 120
SAN RAMON, CA 94583-9132

POLICY CHANGES
WAIVER OF SUBROGATION

This Change Endorsement changes the Policy. Please read it carefully.
This Change Endorsement is a part of your Policy and takes effect on the
effective date of your Policy, unless another effective date is shown.

It is agreed that the Waiver of Subrogation has been added
in favor of the following name(s):

Form #:CA0444 Title: WAIVER OF SUBROGATION

Name: CITY OF SACRAMENTO ITS OFFICIALS, AGENTS AND EMPLOYEES

Form #:CA0444 Title: WAIVER OF SUBROGATION

Name: COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES

Form #:CA0444 Title: WAIVER OF SUBROGATION

Name: MULTNOMAH COUNTY



Thomas F. Holman
Chairman of the Board

Jonathan Kauter
Secretary