



Monterey County Board of Supervisors

Board Order

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

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-14427 ; Amendment No.: 5

- a. Approve Amendment No. 5 to Standard Agreement A-14427 with Accela, Inc., to continue providing implementation, hosting and maintenance for the subscription services for the Accela permit tracking software product, (“services”), increase the not to exceed amount of \$2,377,745 by \$2,218,459 for a new Agreement amount of \$4,596,204, and extend the term of the agreement five years to June 30, 2030; and
- b. Authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 5 to Standard Agreement A-14427 and future amendments to the Agreement where each amendment does not significantly alter the scope of work or increase the approved Agreement amount by more than 10% (\$459,621), subject to review by the Office of the County Counsel as to form and the Auditor-Controller’s Office as to fiscal provisions.

PASSED AND ADOPTED on this 20th day of May 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels

NOES: None

ABSENT: None

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 May 20, 2025.

Dated: May 22, 2025
File ID: A 25-167
Agenda Item No.: 45

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


Emmanuel H. Santos, Deputy

**AMENDMENT NO. 5
TO STANDARD AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
ACCELA, INC.**

THIS AMENDMENT NO. 5 to 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 of 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,” including Exhibit A-1 – Scope of Work/Payment Provisions), to update the Business Automobile Liability Insurance provision, add the Civic Insight Software Application, to increase the amount by \$18,971.16 for an amount not to exceed \$1,018,997.31, with no change to the term end date of June 30, 2022;

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,” including Exhibit A-2 – Scope of Work/Payment Provisions) to extend the term three (3) additional years through June 30, 2025, and to increase the Agreement amount by \$89,749.54 for an amount not to exceed \$1,108,746.85;

WHEREAS, the Agreement was amended by the Parties on July 28, 2022 (“Amendment No. 3”) to correct the not to exceed amount from \$1,108,746.85 to \$2,127,744.16 with no change to the contract term or scope of work;

WHEREAS, the Agreement was amended by the Parties on September 1, 2023 (“Amendment No. 4,” including Exhibit A-3 – Scope of Work/Payment Provisions), to include one year of Managed Application Services, and add \$250,000 to the Agreement amount of \$2,127,744.16 for a new not to exceed amount of \$2,377,744.16 with no change to the term end date of June 30, 2025;

WHEREAS, the County has a continued need for services;

WHEREAS, the Agreement’s provisions require an update;

WHEREAS, the Scope of Work/Payment Provisions requires an update; and

WHEREAS, the Parties wish to further amend the Agreement, effective July 1, 2025, to update the service costs with Exhibit A-4, Scope of Work/Payment Provisions, extend the term of the Agreement five (5) years to June 30, 2030, and increase the Agreement amount of \$2,377,744.16 by \$2,218,458.90 for a new not to exceed amount of \$4,596,203.06.

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

1. Amend Section 1.0, "GENERAL DESCRIPTION," to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3 and **A-4** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide implementation, hosting, and maintenance for the subscription services for the Accela software product ("services").

2. 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, A-2, A-3, and **A-4** 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 **\$4,596,203.06**.

3. Amend Section 3.0, "TERM OF AGREEMENT," first sentence of subsection 3.01, to read as follows:

The term of this Agreement is from July 1, 2019, to June 30, 2030, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Section 4.01, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS," to read as follows: **Exhibit A-4** Scope of Services/Payment Provisions

5. Amend Section 6.0, "PAYMENT CONDITIONS," to add Paragraph 6.05 as follows:

CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

6. Amend Section 9.0, "INSURANCE REQUIREMENTS," to replace Paragraph 9.02, "Qualifying Insurers," in its entirety to read as follows:

Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

7. Amend Section 9.0, "INSURANCE REQUIREMENTS," to replace Paragraphs 9.03, in its entirety, to read as follows:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: Must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

8. Amend Section 9.0, "INSURANCE REQUIREMENTS," to replace Paragraph 9.04, "Other Requirements," from the third paragraph to the end of Paragraph 9.04 to read as follows:

Other Requirements: All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an

occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made to any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without

demand by the County, annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

9. Amend Section 10.0, "RECORDS AND CONFIDENTIALITY," to add Paragraph 10.06, "Format of Deliverables," to read as follows:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Forman ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of the Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility>.

10. Amend Section 10.0, "RECORDS AND CONFIDENTIALITY," to strike Paragraph 10.06, "Format of Deliverables," as inapplicable and to read as follows:

~~For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Forman ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of the Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility>.~~

11. Amend Section 11.0, "NON-DISCRIMINATION," to replace Paragraph 11.01 in its entirety to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. Replace Section 13.0, "INDEPENDENT CONTRACTOR," in its entirety, to read as follows:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

13. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to remove in its entirety subsection 15.08, "Compliance with Applicable Law."
14. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.09, "Headings," to 15.08.
15. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.10, "Time is of the Essence" to 15.09.
16. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.11, "Governing Law," to 15.10 and amend the paragraph to read as follows:

Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

17. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.12, "Non-exclusive Agreement," to 15.11.
18. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.13, "Construction of Agreement," to 15.12.
19. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.14, "Counterparts," to 15.13.
20. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.15, "Authority," to 15.14.
21. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.16, "Integration," to 15.15.
22. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.17, "Interpretation of Conflicting Provisions," to 15.16.
23. Amend Agreement to add Section 16.0, "COMPLIANCE WITH APPLICABLE LAWS," to read as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and

federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

24. Amend Agreement to add Section 17.0, "CONSENT TO USE OF ELECTRONIC SIGNATURES," to read as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

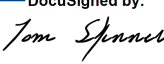
25. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

26. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY**CONTRACTOR**

By: DocuSigned by:

 30F2300D718745F7
 Contracts/Purchasing Officer

Date: 5/27/2025

By: N/A
 Craig W. Spencer, Director (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel¹
Susan K. Blich, County Counsel

By: Signed by:

 3869DC83C1E01021
 Reed Gallogly, Deputy County Counsel

Date: 5/8/2025

Approved as to Fiscal Provisions²

By: DocuSigned by:

 4E7E65787A4641E
 Auditor/Controller

Date: 5/8/2025

Reviewed as to Liability Provisions³
Office of the County Counsel-Risk Management

By: N/A
 David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: A-14427 approved on June 26, 2019.

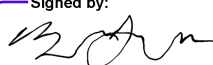
*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporations shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

¹Approval by the Office of the County Counsel is required.

²Approval by Auditor-Controller is required.

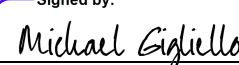
³Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

ACCELA, INC.
 Contractor/Business Name*

By: Signed by:

 03995972FA3043B
 (Signature of Chair, President, or Vice President)

Brad Leahy, Vice President
 Name and Title

Date: 5/6/2025

By: Signed by:

 400000761E56643B
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Michael E. Gigliello, Controller/Treasurer
 Name and Title

Date: 5/6/2025

EXHIBIT A-4 – 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 7 Service Costs

July 1, 2025 through June 30, 2026

Services	Price	Quantity	Net Total
Multi Solution User	\$2,294.20	175	\$401,485.15
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
TOTAL			\$401,485.15

Year 8 Service Costs

July 1, 2026 through June 30, 2027

Services	Price	Quantity	Net Total
Multi Solution User	\$2,408.91	175	\$421,559.41
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
TOTAL			\$421,559.41

Year 9 Service Costs

July 1, 2027 through June 30, 2028

Services	Price	Quantity	Net Total
Multi Solution User	\$2,529.36	175	\$442,637.38
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
TOTAL			\$442,637.38

EXHIBIT A-4 – SCOPE OF WORK/PAYMENT PROVISIONS**Year 10 Service Costs**

July 1, 2028 through June 30, 2029

Services	Price	Quantity	Net Total
Multi Solution User	\$2,655.82	175	\$464,769.25
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
		TOTAL	\$464,769.25

Year 11 Service Costs

July 1, 2029 through June 30, 2030

Services	Price	Quantity	Net Total
Multi Solution User	\$2,788.62	175	\$488,007.71
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
		TOTAL	\$488,007.71

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

County shall pay an amount not to exceed \$4,596,203.06 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:

Pricing Summary

Year 7	\$401,485.15
Year 8	\$421,559.41
Year 9	\$442,637.38
Year 10	\$464,769.25
Year 11	\$488,007.71
Total	\$2,218,458.90

There shall be no travel reimbursement allowed during this Agreement.

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

EXHIBIT A-4 – SCOPE OF WORK/PAYMENT PROVISIONS

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@countyofmonterey.gov:

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@countyofmonterey.gov.

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

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

The 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.

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