

**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

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

**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: _____

Accela, Inc.

By: _____
Contractor's Business Name
(Signature of Chair, President or Vice President)

Its: Rob Cossetti, Sr VP Sales & marketing
(Print Name and Title)

Date: _____

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
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EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT H

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.