

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRUEPOINT SOLUTIONS, LLC**

THIS AMENDMENT NO. 7 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TruePoint Solutions, LLC (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 a Professional Services Agreement with County on April 17, 2012 (hereinafter, "Agreement") to provide service and support in programming and report customization of the Accela Automation application (hereinafter, "services") for the County of Monterey Resource Management Agency through October 15, 2012 for an amount not to exceed \$7,800; and

WHEREAS, Agreement was amended by the Parties on September 26, 2012 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for approximately fifteen (15) additional months through December 31, 2013 and to increase the amount by \$19,200 which resulted in a total not to exceed amount of \$27,000; and

WHEREAS, Agreement was amended by the Parties on October 29, 2013 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through December 31, 2014 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on August 19, 2014 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through June 30, 2015 and to increase the amount by \$19,500 which resulted in a total not to exceed amount of \$46,500; and

WHEREAS, Agreement was amended by the Parties on May 14, 2015 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through June 30, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on December 28, 2015 (hereinafter, "Amendment No. 5", including Exhibit A-3 – Scope of Services/Payment Provisions) to extend the term for one (1) additional year through June 30, 2017 and to increase the amount by \$38,400 which resulted in a total not to exceed amount of \$84,900; and

WHEREAS, Agreement was amended by the Parties on March 29, 2017 (hereinafter, "Amendment No. 6") to extend the term for twenty-one (21) additional months through March 30, 2019 with no increase in the not to exceed amount; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide additional as needed services to support the Accela Automation application as requested by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for thirty-nine (39) additional months to June 30, 2022 and to increase the amount by \$60,000 for a total not to exceed amount of \$144,900 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", 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.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the 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 shall not exceed the sum of \$144,900.

3. Amend the first sentence of Paragraph 3, "Term of Agreement.", to read as follows:

The term of this Agreement is from April 15, 2012 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits" to add "Exhibit A-4, Scope of Services/Payment Provisions".

5. Amend the "Business automobile liability insurance" paragraph of Section 9.03, "Insurance Coverage Requirements" under Paragraph 9, "Insurance", to read as follows:

Business automobile liability insurance, covering all motor vehicles, including 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. Delete the "Professional liability insurance" paragraph of Section 9.03, "Insurance Coverage Requirements", under Paragraph 9, "Insurance".

7. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 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-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Brian P. Briggs
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

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: _____

*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.

TruePoint Solutions, LLC

Contractor's Business Name

By: _____

(Signature of Member/Manager)

Its: _____

(Print Name of Member/Manager)

Date: _____

By: _____

(Signature of Member/Manager)

Its: _____

(Print Name of Member/Manager)

Date: _____

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
TruePoint Solutions, LLC, hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

CONTRACTOR shall provide County with additional “as needed” expert support and general maintenance associated with programming and configuration changes to the Accela Automation application, including, but not limited to the following:

- Day-to-day “as needed” support above and beyond the services provided by the Accela Customer Resource Center.
- Enhance and expand the County’s Accela software configuration.
- Training “as needed” on any aspect of the Accela Automation application software. Training may be scheduled either remotely or on-site.
- Advice regarding process to most efficiently configure the Accela Civic Platform based on CONTRACTOR experience.
- Miscellaneous configuration changes as requested.
- Scripting for business process automation.
- Fee configuration and enhancements.
- Report development and support using Ad-Hoc or Crystal Reports.
- Accela Citizen Access (ACA) support and enhancements.
- Accela Mobile support.
- Accela Geographic Information System (GIS) support.
- Phone support and issue resolution.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an increased amount of \$60,000 (\$30,000 for RMA – Planning and \$30,000 for RMA – Building Services) for a total Agreement not to exceed amount of \$144,900 for the performance of all things necessary for or incidental to the performance of work as set forth in this Scope of Services. CONTRACTOR’s compensation for services rendered under this Exhibit A-4 of Amendment No. 7 to the Agreement shall be based on a time and materials basis at an hourly rate of \$150 and in accordance with the following terms as work is requested by County.

CONTRACTOR Hours:	400
<u>Hourly Rate through June 30, 2022:</u>	<u>\$ 150</u>
Total Increase Amount under Amendment No. 7:	\$60,000

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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". A copy of the policy is available online at https://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.

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

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon County's satisfactory acceptance of each deliverable.

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 Multi-Year Agreement (MYA) number 3000*359 and associated Delivery Order number, description of services, 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.

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.