



Monterey County

Board Order

168 West Allsal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-11132

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 5 to with Accela, Inc. to continue to provide required annual program maintenance and managed hosting for the Accela Automation software product in the amount of \$687,342 for a total amount not to exceed \$3,132,393, and extend the term for three (3) years to March 30, 2019; and
- b. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendment No. 5 to Agreement No. A-11132 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.


PASSED AND ADOPTED on this 22nd day of March 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Parker
 NOES: None
 ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 79 for the meeting on March 22, 2016.

Dated: March 25, 2016
File ID: A 16-054

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

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

THIS AMENDMENT NO. 5 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") and effective 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 (hereinafter, "services") through December 31, 2012 for an amount not to exceed \$1,791,726.95; and

WHEREAS, Agreement was amended by the Parties on January 2, 2013 to extend the term for three (3) months through March 31, 2013 with no increase in the Agreement's not to exceed amount (hereinafter, "Amendment No. 1"); and

WHEREAS, Agreement was amended by the Parties on March 8, 2013 to extend the term for three (3) additional years through March 30, 2016 and to increase the Agreement amount by \$623,742.54 which resulted in a not to exceed amount of \$2,415,469.49 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions); and

WHEREAS, Agreement was amended by the Parties on January 28, 2015 to increase the Agreement amount by \$25,021.21 which resulted in a not to exceed amount of \$2,440,490.70 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Scope of Services/Payment Provisions); and

WHEREAS, Agreement was amended by the Parties on October 19, 2015 to increase the Agreement amount by \$4,560.00 which resulted in a not to exceed amount of \$2,445,050.70 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Scope of Services/Payment Provisions); and

WHEREAS, County has an ongoing need for permit tracking; and

WHEREAS, County previously implemented Accela, Inc.'s Permits Plus software throughout multiple County departments for permit tracking; and

WHEREAS, CONTRACTOR discontinued support of the Permits Plus software and replaced the software with the Accela Automation software which provided a complete solution to automate workflow and track information across multiple County departments from a centralized database; and

Amendment No. 5 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, 2019
Not to Exceed: \$3,132,392.40

WHEREAS, CONTRACTOR was selected through a Sole Source/Sole Brand justification for this Agreement to upgrade Accela, Inc. software from Permits Plus to Accela Automation throughout multiple County departments to maintain a consistent standardized workflow and permit tracking system at a cost savings to the County; and

WHEREAS, additional time and funding are necessary to allow the CONTRACTOR to continue to provide required annual program maintenance and managed hosting for the Accela Automation software product for an additional three (3) year period; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for three (3) additional years to March 30, 2019 and increase the amount by \$687,341.70 for a total amount not to exceed \$3,132,392.40 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

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

1. Amend Paragraph 2, "Performance of the Agreement", by adding "Exhibit A-4, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications (Attachment I)".

2. Amend the first sentence of Section 2.0, "Term of Agreement", to read as follows:

The term shall commence March 31, 2008 through and including March 30, 2019.

3. Amend Item 4.1 of Section 4.0, "Compensation and Payments", by adding "4.1.7, Exhibit A-4 within Attachment I".

4. Amend Item 4.2 of Section 4.0, "Compensation and Payments", to read as follows:

The total of this AGREEMENT shall not exceed \$3,132,392.40 during the term of the AGREEMENT.

5. Amend Section 1.0, "Professional Services", of Attachment C, "Services Agreement", to read as follows:

CONTRACTOR shall provide the implementation, data conversion, 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; report training described in Exhibit A-3, Scope of Services/Payment Provisions in Attachment H; and maintenance and hosting described in Exhibit A-4, Scope of Services/Payment Provisions in Attachment I.

Amendment No. 5 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, 2019
Not to Exceed: \$3,132,392.40

6. Amend Paragraph 3.1, "Maintenance Fees", of Section 3.0, "Compensation", of Attachment E, "Maintenance Agreement", to read as follows:

In exchange for the Maintenance Services described hereinabove, County will pay to CONTRACTOR the amounts indicated in Exhibit A within Attachment E of the Agreement, Exhibit A-1 within Attachment F of the Agreement, Exhibit A-2 within Attachment G of the Agreement, and Exhibit A-4 within Attachment I of the Agreement.

7. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", of the Agreement. All invoices shall reference the Project name and associated Purchase Order (PO) number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

8. All other terms and conditions of the Agreement remain unchanged and in full force.
9. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

Amendment No. 5 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, 2019
Not to Exceed: \$3,132,392.40

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: [Signature]
Contracts/Purchasing Officer

Accela, Inc.
Contractor's Business Name

Date: 3-30-16

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

Its: Rob Cossetti Sr. VP Sales & Marketing
(Print Name and Title)

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

Date: February 18, 2016

By: [Signature]
Deputy County Counsel

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

Date: 2-23-16

Its: John J. Alves, CFO
(Print Name and Title)

Approved as to Fiscal Provisions

Date: February 18, 2016

By: [Signature]
Auditor/Controller

Date: 2-23-16

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. 5 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, 2019
Not to Exceed: \$3,132,392.40

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

ATTACHMENT I

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Accela, Inc., hereinafter referred to as "CONTRACTOR"

The purpose of this Exhibit A – 4 is to extend CONTRACTOR's maintenance and hosting services for three (3) additional years and to allow the County to relinquish certain software licenses that have been determined to be no longer needed in its business operation.

A. License Modification; Maintenance and Hosting Term

1. Effective March 31, 2016, County relinquishes its license rights to Accela Service Request™ (10 named users) software application ("Application"); County will cease all use of the Application and maintenance/hosting obligations for the Application will be ended.
2. Deliverables and Compensation: Software maintenance and managed (hosting) services will be extended an additional three (3) years, commencing March 31, 2016 through March 30, 2019, under the following terms:

Deliverables	Unit Price	Fees
Fourth-Additional Term of Annual Maintenance and Support for Accela Automation® Land Management (150 Named Users)	\$519.98	\$77,997.00
Fourth-Additional Term of Annual Maintenance and Support for Accela Wireless/Mobile Office™ (30 Named Users)	\$807.15	\$24,214.50
Fourth-Additional Term of Annual Maintenance and Support for Accela Citizen Access™ (Based Upon 410,206 Population) (Quantity of 3 Modules)	\$3,381.75	\$10,145.25
Fourth-Additional Term of Annual Maintenance and Support for Accela GIS™ (150 Named Users)	\$148.18	\$22,227.00
Fourth-Additional Term of Annual Managed Service Bundle Renewal (Hosting)	\$86,694.32	\$86,694.32
Total of Fees		\$221,278.07
Fifth-Additional Term of Annual Maintenance and Support for Accela Automation® Land Management (150 Named Users)	\$538.18	\$80,727.00
Fifth-Additional Term of Annual Maintenance and Support for Accela Wireless/Mobile Office™ (30 Named Users)	\$835.40	\$25,062.00
Fifth-Additional Term of Annual Maintenance and Support for Accela Citizen Access™ (Based Upon 410,206 Population) (Quantity of 3)	\$3,500.11	\$10,500.33
Fifth-Additional Term of Annual Maintenance and Support for Accela GIS™ (150 Named Users)	\$153.37	\$23,005.50
Fifth-Additional Term of Annual Managed Service Bundle Renewal (Hosting)	\$89,728.62	\$89,728.62
Total of Fees		\$229,023.45
Sixth-Additional Term of Annual Maintenance and Support for Accela Automation® Land Management (150 Named Users)	\$557.02	\$83,553.00
Sixth-Additional Term of Annual Maintenance and Support for Accela Wireless/Mobile Office™ (30 Named Users)	\$864.64	\$25,939.20
Sixth-Additional Term of Annual Maintenance and Support for Accela Citizen Access™ (Based Upon 410,206 Population) (Quantity of 3)	\$3,622.62	\$10,867.86
Sixth-Additional Term of Annual Maintenance and Support for Accela GIS™ (150 Named Users)	\$158.74	\$23,811.00
Sixth-Additional Term of Annual Managed Service Bundle Renewal (Hosting)	\$92,869.12	\$92,869.12
Total of Fees		237,040.18

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR**

ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS

Fourth-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2016 through March 30, 2017 and are due on March 31, 2016.

Fifth-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2017 through March 30, 2018 and are due on March 31, 2017.

Sixth-Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2018 through March 30, 2019 and are due on March 31, 2018.

TOTAL COST FOR LICENSE MODIFICATION, MAINTENANCE AND HOSTING **\$687,341.70**

B. Payment Provisions

The total amount of additional services provided under Amendment No. 5 to the Agreement shall not exceed \$687,341.70.

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

PAYMENT PROVISIONS

Invoices for maintenance implementation under Amendment No. 5 to the Agreement shall be submitted at the initiation of the maintenance period and shall identify the maintenance period being implemented. Invoices for work products / deliverables shall be submitted when the work product is complete and shall identify the document or work product being delivered. All invoices shall include the following:

1. **Invoice Coversheet for Amendment No. 5 to Agreement
Accela, Inc.**

Accela Automation Software Maintenance and Modifications

Date: _____

Invoice No. _____

Original Agreement Term: March 31, 2008 – December 31, 2012

Original Agreement Amount: \$ 1,791,726.95

Amendment No. 1: Extension of Term to March 31, 2013

Amendment No. 2: \$ 623,742.54

Extension of Term to March 30, 2016

Amendment No. 3: \$ 25,021.21

Amendment No. 4: \$ 4,560.00

Amendment No. 5: \$ 687,341.70

Extension of Term to March 30, 2019

Total Agreement Amount: \$ 3,132,392.40

For Amendment No. 5:

This Invoice:	A.	1. Fourth Additional Term of Annual Maintenance for Accela Automation (March 31, 2016 to March 30, 2017)	\$ 221,278.07
		2. Fifth Additional Term of Annual Maintenance for Accela Automation (March 31, 2017 to March 30, 2018)	\$ 229,023.45
		3. Sixth Additional Term of Annual Maintenance for Accela Automation (March 31, 2018 to March 30, 2019)	\$ 237,040.18
Grand Total:			<u>\$687,341.70</u>

Remaining Balance \$ _____

Approved as to Work/Payment: _____

Jackson Dy, Departmental Information Systems Manager

_____ Date

Invoice Billing:

All Invoices Are To Be Sent To:
County of Monterey
Resource Management Agency – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Telephone: (831) 755-4800



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2016

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 408-467-5399, CA Lic 0437163		CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS:	
102298337-STND-GAWUE-16-10 INSURED Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Fire Insurance of Hartford	NAIC # 20470
		INSURER B: Transportation Insurance Co	20484
		INSURER C: Continental Insurance Co	36289
		INSURER D: Continental Casualty Company	20443
		INSURER E: National Union Fire Insurance Co. Of Pittsburgh, PA	18445
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-002701799-03 **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.

TYPE	TYPE OF INSURANCE	ADDITIONAL INFO	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:		4034833608	09/01/2016	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		0013889017	09/01/2015	09/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		4034854158	09/01/2016	09/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS (When Excluded?) (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0013889008 0013889097	09/01/2015 09/01/2015	09/01/2018 09/01/2018	<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		01-337-26-35	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 Monterey County, California 168 West Alisal Street, 2nd Fl Salinas, CA 93801	CANCELLATION 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
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POLICY NUMBER
C 4034953606

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

POLICY CHANGES

CA0310Additional 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. Mohamed
Chairman of the Board

Jonathan Hunter
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

169 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. McFarland
Chairman of the Board

Jonathan Kuntz
Secretary

POLICY NUMBER
C 4034953606

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

POLICY CHANGES
C02037Additional 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.

A ISO Properties, Inc., 2004



Thomas F. McNamee
Chairman of the Board

Jonathan Kuntze
Secretary

G-56015-B (ED. 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

State Or Governmental Agency Or Subdivision Or Political Subdivision:

County of Monterey, its agents, officers and employees
166 West Alisal Street, 2nd Fl
Salinas, CA 95901

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: 6019899017

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 III 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
ACCIELA, INC.
2633 CAMINO 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. Molander
Chairman of the Board

Justin Kauter
Secretary



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 03-25-2016

LPO 3000 0000001474 Modified

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR
 ACCELA INC
 2633 Camino Ramon Ste 120
 San Ramon CA 84583

S H I P T O

PLANNING & BLDG/ INSPECTION
 INSPECTION
 168 W. ALISAL ST., 2ND FLOOR
 SALINAS CA 93901

B I L L T O
 PLANNING & BLDG/ ALISAL
 168 W. ALISAL ST
 2ND FLOOR
 SALINAS CA 93901

VENDOR NUMBER: CV000002384

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				PURCH DESC: **AMENDMENT NO 4 TO THE AGREEMENT BETWEEN ACCELA, INC. AND THE COUNTY OF MONTEREY FOR IMPLEMENTATION, HOSTING AND MAINTENANCE OF THE ACCELA AUTOMATION SOFTWARE PRODUCT - TO ALLOW FOR REPORT TRAINING IN THE AMOUNT OF \$4,560.00 FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$2,445,060.70 FOR THE TERM THROUGH MARCH 30, 2016.*** THIS AGREEMENT IS VALID FROM 03/31/08 - 03/30/16 THIS PURCHASE ORDER IS VALID FROM 07/01/15 - 3/30/16 THIS PURCHASE ORDER IS REPLACING PRIOR YEAR PO LPO0000001298. *****Change Order ***** TO ADD AMENDMENT NO # 5 TO THE AGREEMENT BETWEEN ACCELA, INC. AND THE COUNTY OF MONTEREY FOR IMPLEMENTATION, HOSTING AND MAINTENANCE OF THE ACCELA AUTOMATION SOFTWARE PRODUCTS FOR THE TERM THROUGH MARCH 30, 2019. THIS AGREEMENT IS VALID FROM 03/31/08 - 03/30/19 AND TOTAL AGREEMENT AMOUNT SHALL NOT EXCEED *** \$3,132,392.40*** THIS PURCHASE ORDER IS VALID FROM 07/01/2015 06/30/2016			
2	0.0		92045	COMM LINE DESC: Accela Permit System - Maintenance EXTENDED DESC: Accela Permit System - Maintenance MSDS: Not Required	.00	.00	220,754.01
ORDER TOTAL							208185.05

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/cso/terms_conditions.htm

TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION

TELEPHONE:
 EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

PRINT DATE: 04/04/16

CONTRACTS/PURCHASING DIVISION
 1488 Schilling Place, Salinas, CA 93901

PAGE NUMBER: 1 OF 2



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 03-25-2016

LPO 3000 0000001474 Modified

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

<p>VENDOR ACCELA INC 2633 Camino Ramon Ste 120 San Ramon CA 84583</p>	<p>SHIP TO PLANNING & BLDG/ INSPECTION INSPECTION 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901</p>	<p>BJLTO PLANNING & BLDG/ ALISAL 168 W. ALISAL ST 2ND FLOOR SALINAS CA 93901</p>
<p>VENDOR NUMBER: CV000002384 DELIVERY DATE: F.O.B.:</p>		

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
4	0.0		92045	COMM LINE DESC: Additional Maintenance Services EXTENDED DESC: ***FY15 ACCRUALS*** INVOICES ALREADY PAID PRC*121318 AND JV*16792 NEEDS CANCELLATION MSDS: Not Required	.00	.00	.00
					10892.08		
					1676.88		
					0.00		
					0.00		
ORDER TOTAL							220,754.01

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TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION
 TELEPHONE:
 EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

CONTRACTS/PURCHASING DIVISION
 1488 Schilling Place, Salinas, CA 93901

PRINT DATE: 04/04/16 PAGE NUMBER: 2 OF 2