

Accela, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #181-S1511

THIS FIRST AMENDMENT to that Agreement for Services #181-S1511, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Decade Software Company, LLC, a limited liability company duly qualified to conduct business in the State of California, now owned and operating as Accela, Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2633 Camino Ramon, Suite 500, San Ramon, California 94583 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Decade Software Company, LLC has been engaged by County to provide licenses to a certain set of software products marketed using the trade name EnvisionConnect for its Community Development Agency pursuant to Agreement for Services #181-S1511, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

WHEREAS, ARTICLE XI, Assignment and Delegation, of the Agreement prohibits Decade Software Company, LLC from assigning services to be provided without the prior written consent of County;

WHEREAS, Decade Software Company, LLC, has been acquired by and merged with Accela, Inc., effective June 30, 2015;

WHEREAS, by operation of this merger Accela, Inc. assumed all of Decade Software Company, LLC's duties, responsibilities, and obligations, including insurance and indemnity obligations, for all services performed under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for services performed prior to the effective date of the merger;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to change all references from Decade Software Company, LLC and/or Decade to Accela, Inc. and/or Accela;

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XVI, Notice to Parties**;

NOW, THEREFORE, the parties agree to amend the Agreement as follows on the following terms and conditions:

- I. All references to Decade Software Company, LLC and/or Decade are substituted with Accela, Inc. and/or Accela.
- II. The parties agree that by operation of the merger described above, Accela, Inc. assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations for services performed by Decade Software Company, LLC prior to the effective date of the merger, and Accela, Inc. is responsible for performing the work and services in accordance with all the terms and conditions of this Agreement.
- III. **ARTICLE XVI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
 Community Development Agency
 Development Services Division
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Barbara D. Houghton
 Environmental Health Manager

With a copy to:

County of El Dorado
 Community Development Agency
 Administration and Finance Division
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Michele Weimer
 Administrative Services Officer
 Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Accela, Inc.
 2633 Camino Ramon, Suite 500
 San Ramon, California 94583

Attn.: Julian D. Munoz
 Vice President, Procurement

or to such other location as Consultant directs.

Except as herein amended, all other parts and sections of Agreement for Services #181-S1511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Barbara D. Houghton, PG, CHG, REHS
Environmental Health Manager
Environmental Management Division
Community Development Agency

Dated: _____

Requesting Division Concurrence:

By: _____
Greg Stanton, REHS
Director
Environmental Management Division
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____
Steven M. Pedretti, Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #181-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- ACCELA, INC. --

By: _____

Dated: _____

Julian D. Munoz
Vice President, Procurement
"Consultant"

By: _____

Dated: _____

Colin M. Samuels
Assistant Corporate Secretary