

## Accela, Inc.

### SECOND AMENDMENT TO AGREEMENT FOR SERVICES #181-S1511

**THIS SECOND 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 Accela, Inc., a 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");

### R E C I T A L S

**WHEREAS**, Consultant 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 Services, Environmental Management Department pursuant to Agreement for Services #181-S1511, dated January 16, 2015 and with an effective date of November 2, 2014, and First Amendment to Agreement for Services, dated October 13, 2015, incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of November 1, 2017 for one (1) additional year, amending **ARTICLE III, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the number of inspectors and the annual license and support fees for the additional term of the Agreement, amending **ARTICLE IV, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the support services, amending **ARTICLE VI, Support Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update Consultant's notice recipient, amending **ARTICLE XVI, Notice to Parties**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #181-S1511 on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement shall read Community Development Services.
- II. All references to Environmental Management Division throughout the Agreement shall read Environmental Management Department.

III. **ARTICLE III, Term**, of the Agreement is deleted in its entirety to read as follows:

**ARTICLE III**

**Term:** This Second Amendment to Agreement for Services #181-S1511, as amended, shall be effective upon execution and shall cover the period of November 2, 2017 through October 31, 2018.

IV. **ARTICLE IV, Compensation for Services**, paragraph one (1) of the Agreement is deleted in its entirety to read as follows:

**ARTICLE IV**

**Compensation for Services:**

For the period beginning November 2, 2014, the effective date of the Agreement, and continuing through November 1, 2017, for the services provided herein, including all of the deliverables described in individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant monthly in arrears. Prices for license fees and professional services shall be in accordance with Exhibit A, marked "Service Fee Schedule," incorporated herein and made by reference a part hereof. The original license and annual fees are based on the number of inspectors specified in Exhibit A.

For the period beginning November 2, 2017, the effective date of this Second Amendment to this Agreement, and continuing through October 31, 2018, for the services provided herein, including all of the deliverables described in individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant monthly in arrears. The original license and annual fees are based on the number of inspectors specified below in Amended A.1 – Number of Inspectors from Exhibit A. Prices for license fees and professional services shall be in accordance with the rates specified below in Amended A.3 – EnvisionConnect Prices from Exhibit A.

**Amended A.1 – Number of Inspectors**

Inspectors and Program Areas

|   |    |
|---|----|
| Number of Inspectors                              | 10 |
| Number of Inspectors Using EnvisionConnect Remote | 10 |

**Amended A.3 – EnvisionConnect Prices**

| <b>Annual License and Support Fees</b> | <b>Monthly Cost</b> | <b>Annual Cost</b>  |
|--|---------------------|---------------------|
| EnvisionConnect                        | \$ 1,444.45         | \$ 17,333.40        |
| EnvisionConnect Remote                 | \$ 600.00           | \$ 7,200.00         |
| EnvisionConnect Press Agent            | \$ 472.50           | \$ 5,670.00         |
| CERS EDT                               | \$ 400.00           | \$ 4,800.00         |
| Subtotal                               | \$ 2,916.95         | \$ 35,003.40        |
| 5% Increase                            | \$ 145.85           | \$ 1,750.17         |
| <b>Total</b>                           | <b>\$ 3,062.80</b>  | <b>\$ 36,753.57</b> |

- V. **ARTICLE VI, Support Services**, section E of the Agreement is deleted in its entirety.
- VI. **ARTICLE XVI, Notice to Parties**, of the Agreement is deleted 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 the 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 Services  
 Environmental Management Department  
 2850 Fairlane Court  
 Placerville, California 95667

Attn.: Barbara Houghton, PG, CHG, REHS  
 Environmental Health Manager

With a copy to:

County of El Dorado  
 Community Development Services  
 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.: Ethan Knowlden  
 Sr. Vice President, General Counsel, and Secretary

or to such other location as Consultant directs.

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

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Barbara Houghton, PG, CHG, REHS  
Environmental Health Manager  
Community Development Services  
Environmental Management Department

**Requesting Department Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Greg Stanton, REHS  
Director  
Community Development Services  
Environmental Management Department

**IN WITNESS WHEREOF**, the parties hereto have executed this Second 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: \_\_\_\_\_  
Ethan Knowlden  
Sr. Vice President, General Counsel,  
and Secretary  
"Consultant"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jay Colfer  
Chief Revenue Officer