

Accela, Inc.

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #181-S1511

THIS THIRD 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, First Amendment to Agreement for Services, dated October 13, 2015, and Second Amendment to Agreement for Services, dated October 26, 2017, 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 October 31, 2018 for two (2) additional years, to October 31, 2020, amending **ARTICLE III, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the total compensation by \$79,112.07 for a total not-to-exceed of \$279,112.07, and to include a new license and fee schedule for the extended term of the Agreement, amending **ARTICLE I, Definitions** and **ARTICLE IV, Compensation for Services**, adding **Amended Exhibit A, Amended Service Fee Schedule**;

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

WHEREAS, the parties hereto desire to amend the Agreement to update the Contract Administrator, amending **ARTICLE XXVII, Contract Administrator**;

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 Third Amendment to Agreement for Services #181-S1511 on the following terms and conditions:

I. **ARTICLE I, Definitions**, Exhibits:, of the Agreement is amended to read as follows:

Exhibits:

The following Exhibits are incorporated herein and made by reference a part hereof:

EXHIBIT	Description
Exhibit A	Service Fee Schedule
Amended Exhibit A	Amended Service Fee Schedule
Exhibit B	Professional Services Rates
Exhibit C	Third Party Software

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

ARTICLE III

Term: This Agreement shall be effective upon execution and shall cover the period of November 2, 2014 through October 31, 2020.

III. **ARTICLE IV, Compensation for Services**, of the Agreement is replaced 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 advance. Prices for license fees and professional services shall be in accordance with Exhibit A. 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 the Second Amendment to this Agreement, and continuing through the remaining term of the Agreement, for the purposes hereof, the annual license and supports fees shall be in accordance with Amended Exhibit A.

A. County agrees to pay for additional Inspectors as they are added at Consultant's then prevailing license and maintenance fees.

B. Any tax, such as sales and use taxes, exclusive of property and income taxes, that Consultant is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by County

to Consultant, or County shall pay directly to the taxing agency with proof of payment provided to Consultant. This obligation extends retroactively if so assessed by a taxing agency.

- C. If County is using the Licensed Programs in California, and receives the Licensed Programs on tangible personal property (for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the Licensed Programs are temporarily stored to effect transfer to County's computer) then the full license and support fee, as well as training and conversion fees, are subject to California sales and use tax. The definition of transfer is the leaving behind of such tangible personal property. However, if the Licensed Programs are received by County over communication lines, via the internet, a bulletin board service or through a direct connection between County and Consultant computers, the license and support, training, and conversion fees are not subject to sales and use tax. In California, all parts and supplies are subject to sales and use tax, and hourly-based professional services, other than training and file conversion for the Licensed Programs, are not.
- D. If County is using the Licensed Programs in a state other than California then County is responsible for knowing the sales and use tax rules of that state.
- E. ARTICLE VI lists products and services that are included in the license and support fee. Fees for County's use of these items are due and payable when invoiced.
- F. Payment shall be made within forty five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered. County agrees to pay Consultant in accordance with Exhibit A and Amended Exhibit A.
- G. The total amount for annual license and support fees identified in Exhibit A and Amended Exhibit A hereto shall not exceed \$210,122.19 inclusive of all costs and expenses.
- H. The total amount for all Optional Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$68,989.88 inclusive of all Work Orders, and all costs and expenses. The not-to-exceed amount of each individual Work Order so assigned shall not exceed the amount specified in each Work Order, unless County's Contract Administrator and Consultant amend the Work Order in writing.
- I. The total amount of this Agreement, including all of the services detailed in Exhibit A and Amended Exhibit A, and inclusive of all costs, expenses, Optional Tasks and Work Orders shall not exceed \$279,112.07. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order Number on their faces. Consultant shall bill County for only one (1) Work Order per invoice. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Tom Meyer
Department Analyst

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified and the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

IV. 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 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.: Greg Stanton, REHS
Director
Environmental Management Dept.

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 Department and Contract Administrator Concurrence:

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

IN WITNESS WHEREOF, the parties hereto have executed this Third 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

Accela, Inc.

Amended Exhibit A

Amended Service Fee Schedule

A.1 Number of Inspectors

Inspectors and Program Areas	Numbers
Number of Inspectors	10
Number of Inspectors Using EnvisionConnect Remote	10

A.2 Licensed Programs

EnvisionConnect –Licensed Programs Included in this Agreement:

- EnvisionConnect
- EnvisionConnect Remote Use
- EnvisionConnect Press Agent
- CERS EDT

A.3 EnvisionConnect Prices

Annual License and Support Fees	Monthly Cost	Annual Cost
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 (Effective November 2, 2017)	\$ 145.85	\$ 1,750.17
Total	\$ 3,062.80	\$ 36,753.57

Effective November 1, 2018 through October 31, 2019

Annual License and Support Fees	Monthly Cost	Annual Cost
EnvisionConnect	\$ 1,592.51	\$ 19,110.15
EnvisionConnect Remote	\$ 661.50	\$ 7,938.00
Envisionconnect Press Agent	\$ 520.93	\$ 6,251.10
CERS EDT	\$ 441.00	\$ 5,292.00
Total	\$ 3,215.94	\$ 38,591.25

Effective November 1, 2019 through October 31, 2020

Annual License and Support Fees	Monthly Cost	Annual Cost
EnvisionConnect	\$ 1,672.14	\$ 20,065.66
EnvisionConnect Remote	\$ 694.58	\$ 8,334.90
Envisionconnect Press Agent	\$ 546.97	\$ 6,563.66
CERS EDT	\$ 463.05	\$ 5,556.60
Total	\$ 3,376.74	\$ 40,520.82

A.4 Payment Frequency

Renewal Fees will be paid in advance.