



RESOLUTION No. 24-088

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PERSONAL SERVICES CONTRACT WITH ACCELA, INC. INCREASING THE CONTRACT AMOUNT BY \$63,363.09 TO A MAXIMUM CONTRACT OF \$277,154.09, SETTING THE CONTRACT TERMINATION DATE AS APRIL 26, 2025, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT AMENDMENT AND SIGN THE SOFTWARE RENEWAL ORDER FORM

WHEREAS, pursuant to Resolution 20-168 the Nevada County Board of Supervisors has authorized a software maintenance agreement with Accela, Inc. for the Community Development Agency's land use software system; and

WHEREAS, subsequently the agreement was amended on March 14, 2023, by Resolution No. 23-106; and

WHEREAS, the Community Development Agency wishes to extend the contract by one year and increase the contract amount for the software maintenance services during this one-year contract extension; and

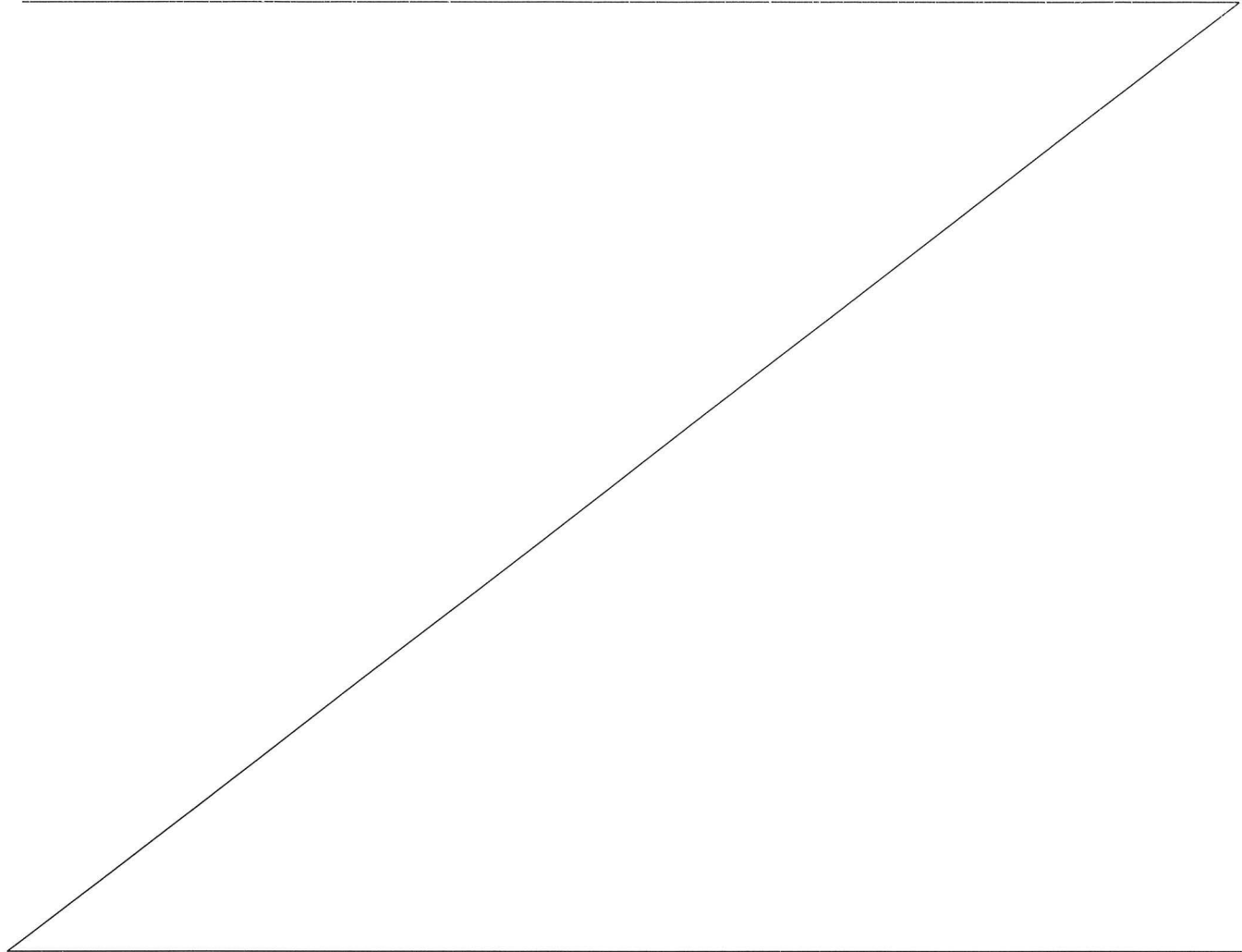
WHEREAS, the amended maximum contract amount will not exceed \$277,154.09; and

WHEREAS, the contract termination date will be set as April 26, 2025; and

WHEREAS, the contract is funded by budget 1123-20707-321-1000/521475; and

WHEREAS, a budget amendment is not required.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada approves Amendment No. 2 between the County of Nevada and Accela, Inc. increasing the contract amount by \$63,363.09 to a maximum contract of \$277,154.09 effective upon the signature of both parties and setting the contract termination date as April 26, 2025, and authorizes the Chair of the Board of Supervisors to execute the contract amendment and sign the software renewal order form on behalf of the County of Nevada.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of February 2024, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarouth, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

AMENDMENT NO. 2 TO CONTRACT WITH
Accela, Inc.

THIS AMENDMENT is executed this _____ day of _____, 2024 by and between Accela, Inc. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Accela Master Licensing Agreement executed on May 12, 2020 by Resolution No. 20-168 and which Agreement was subsequently amended on March 14, 2023 by Resolution No. 23-106.

WHEREAS, the parties desire to amend their agreement to allow or provide for a 12-month extension of the contract termination date and increase the maximum contract amount; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective upon signature of both parties.
2. The termination date of the contract be set as April 26, 2025.
3. That the maximum contract amount be increased by \$63,363.09 to \$277,154.09 upon signature of this amendment by both parties.
4. The following sentence in Section 3.2 of the agreement is stricken:

~~“Maintenance and Support Fees will be subject to an automatic annual increase by not more than three percent (3%) of the prior year’s Maintenance and Support Fees (“Uplift.”)”~~
5. That in all other respects the prior agreement of the parties, as previously amended, shall remain in full force and effect except as amended herein.


APPROVED AS TO FORM:
COUNTY COUNSEL

By: 
Kit Elliott (Mar 11, 2024 13:58 PDT)

COUNTY OF NEVADA

By: 
Honorable Hardy Bullock
Chair, of the Board of Supervisors

ATTEST:

By: 
Jeffrey Thorsby (Mar 11, 2024 12:45 PDT)
Jeffrey Thorsby
Clerk of the Board of Supervisors

ACCELA, INC.

By: 
Aaron Haggarty (Feb 1, 2024 09:45 PST)



2633 Camino Ramon, Suite 500
 San Ramon, CA, 94583

Proposed by: Caitlin Carter
 Contact Phone: (925) 359 - 3411
 Contact Email: ccarter@accela.com
 Quote ID: Q-31396
 Valid Through: 2/27/2024
 Currency: USD

Renewal Order Form

Address Information

Bill To:

Nevada County Community Development Agency, CA
 950 Maidu Avenue
 Nevada City, California 95959
 United States

Ship To:

Nevada County Community Development Agency, CA
 950 Maidu Avenue
 Nevada City, California 95959
 United States

Billing Name: Brian Rhodes
 Billing Phone:
 Billing Email: brian.rhodes@co.nevada.ca.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Module Fee Maintenance & Support	Year 1	4/27/2024	4/26/2025	12	\$1,672.67	1	\$1,672.67
Accela Citizen Access Server Software Maintenance & Support	Year 1	4/27/2024	4/26/2025	12	\$1,672.67	1	\$1,672.67
Accela Citizen Access Population Fee Maintenance & Support (98,764 Population)	Year 1	4/27/2024	4/26/2025	12	\$1,200.90	1	\$1,200.90
Accela Land Management Maintenance & Support	Year 1	4/27/2024	4/26/2025	12	\$428.98	90	\$38,607.83
Accela GIS Maintenance & Support	Year 1	4/27/2024	4/26/2025	12	\$135.14	40	\$5,405.70
Accela Mobile Office Maintenance & Support	Year 1	4/27/2024	4/26/2025	12	\$592.13	25	\$14,803.32
TOTAL:							\$63,363.09

Pricing Summary

Period	Net Total
Year 1	\$ 63,363.09
Total	\$ 63,363.09

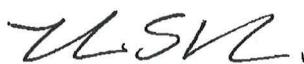
Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. <ul style="list-style-type: none"> • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Service Charge	Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:  <small>Aaron Haggarty (Feb 1, 2024 09:45 PST)</small>	Signature: 
Print Name: Aaron Haggarty	Print Name: Hardy Bullock
Title: CLO	Title: Chair of the Board
Date: 02/01/2024	Date: 03/01/2024


Kit Elliott (Mar 11, 2024 13:58 PDT)


Jeffrey Thorsby (Mar 11, 2024 12:45 PDT)