

**AMENDMENT NO. 1
TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND ACCELA, INC.**

This Amendment (hereafter "Amendment No. 1") to the Agreement for Services of Independent Contractor (hereafter "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "COUNTY") and Accela, Inc. (hereafter "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract No. BC 21-062, on June 22, 2021; and

WHEREAS, the CONTRACTOR's agreed upon compensation was for a fixed fee of \$150,000 to perform migration of the County's on-premise Accela database to the Accela Cloud-hosted database; and

WHEREAS, the Scope of Work for the migration only includes Accela data stored within the County's on-premise database; and

WHEREAS, the County has a need to convert non-Accela, legacy permit data into Accela Cloud-hosted database in order to maintain historic records within the same database as current permit records; and

WHEREAS, CONTRACTOR has the knowledge and expertise to perform this service; and

WHEREAS, Section 26, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the parties may alter, amend or modify the Agreement by an instrument in writing executed by the parties to this Agreement; and

WHEREAS, COUNTY and CONTRACTOR desire to amend Exhibit A, Scope of Work, to include data conversion of the County's legacy permit data and to amend Exhibit B, Payment Arrangements, to include an additional \$5,000 in compensation for this data conversion service, to the Agreement Contract No. BC 21-062.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Exhibit A, Scope of Work, shall be amended to add Attachment A1 of this Amendment No. 1, Change Order Scope of Work, as attached hereto and incorporated by this reference.
2. Exhibit B, Payment Arrangements, subsection "A" is deleted and replaced in its entirety with:
 - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, not to exceed \$155,000 inclusive of \$5,000 authorized in Attachment B1.

- 3. Exhibit B, Payment Arrangements, shall be amended to add Attachment B1 of this Amendment No. 1, Payment Arrangements – Change Order, as attached hereto and incorporated by this reference.

Ratifications. The terms and provisions set forth in this Amendment No. 1 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement except as expressly modified and superseded by this Amendment No. 1 are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the Parties.

Counterparts. This Amendment No. 1 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the PARTIES.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
 County Executive Officer
 Clerk of the Board

County of Santa Barbara:

By: _____
 Deputy Clerk

By: _____
 Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Planning and Development

DocuSigned by:
 By: Usa Plowman
 0FD182C83465420
 Department Head

CONTRACTOR:

Accela, Inc.

DocuSigned by:
 By: Brian Weber
 10059FE7ACA14E6
 Authorized Representative
 Name: Brian weber
 Title: vice president, Professional Services

APPROVED AS TO FORM:

Rachel Van Mullem
 County Counsel

DocuSigned by:
 By: [Signature]
 E39147D9C7E94EC...
 Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
 Auditor-Controller

DocuSigned by:
 By: [Signature]
 6BA4EA15901943F...
 Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
 By: Ray Aromatoris
 D23FE3957968449...
 Risk Management

ATTACHMENT "A1"
CHANGE ORDER SCOPE OF WORK

A. Project Change Description/Task Summary:

1. Perform data conversion of legacy 'permits' table into Accela records. This will enable the Permit History report to be run against both legacy and Accela data within the SaaS environment.
 - Schedule impact: No schedule impact is anticipated
 - Resource impact: 20 hours of data conversion will be required from Accela
 - Cost impact: \$5,000.00

B. County Responsibilities

1. County will create the appropriate record type categorization to house the legacy data;
2. County will provide a mapping of the legacy data for conversion into Accela records; and
3. County will validate converted data.

C. Contractor Responsibilities

1. Contractor will convert legacy data into Accela records based on the mapping criteria provided by County; and
2. Contractor will perform initial validation once conversion is complete before having County perform its validation.

ATTACHMENT "B1"
PAYMENT ARRANGEMENTS – CHANGE ORDER

- A. For CONTRACTOR services to be rendered under this Amendment No. 1, CONTRACTOR shall be paid a total amendment amount, including cost reimbursements, not to exceed \$5,000.00.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's performance, based upon the scope and methodology contained in Attachment A1, of the Amendment No. 1, as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Contract	Milestone Description	Max Amount Chargeable
100%	Data Conversion Completion	\$5,000.00

This work will be performed as a fixed price/fixed scope deliverable. Accela will invoice the County for \$5,000.00 upon successful completion of the data conversion into an Accela SaaS environment and validation by the County.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. There is no provision for travel expenses or travel time for this project because this project does not require onsite resources. Travel will not be conducted unless an Amendment to this Agreement is completed inclusive of travel expense terms and conditions, is signed prior to travel commencing.