Title: Supplemental Agreement for Hosting and Maintenance Services of Accela

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or City Manager’s Designee to execute the third supplemental agreement for City contract 2015-0877 with Accela, Inc. in the amount of $439,776 for a total contract not-to-exceed amount of $2,355,513.

Contact: Susanne Tam, Administrative Analyst, (916)-808-5375; Frances Chong, Program Manager, (916) 808-5010, Community Development Department; Mrudul Sadanandan, Information Technology Manager, (916) 808-7894, Information Technology Department

Presenter: None

Attachments:
1-Description/Analysis
2-Accela Supplemental Agreement #3
Description/Analysis

Issue Detail: Accela Automation is a web-based permitting, planning, and inspections system used by the Community Development Department (CDD) and other City departments. City Council approved the maintenance, hosting, and subscription services of Accela on June 9, 2015 for five years (contract 2015-0877). The current agreement is set to expire on June 30, 2020. This report requests approval of a third supplemental agreement with Accela, Inc. to continue provision of maintenance, hosting, and subscription services for one additional year under the current terms and conditions for a cost of $439,776. This one additional year extension will increase the total not-to-exceed amount of the contract to $2,355,513.

Policy Considerations: The recommendations in this report are consistent with Title 3 of the Sacramento City Code, Chapter 3.56, Purchasing of Supplies and Services. This supplemental agreement is for an increase of more than $250,000, which requires City Council approval.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities and government fiscal activities that do not constitute a “project” as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines15060(c)(3)).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The CDD and other City departments have an ongoing need for Accela Automation to ensure continuation of services to its customers. A significant amount of resources and staff training have been expended on fully developing the system, thus making the consequences of transitioning to a new system very undesirable. Accela has been in use since 2005. Due to the many changes with Accela’s products and services recently, a significant amount of time would be needed to thoroughly review and discuss the products, services, and pricing to create a new contract with new terms and conditions. Staff has met with Accela regarding the changes to the software, software delivery mechanism, and user licensing structure, but was unable to negotiate for a new contract prior to the existing contract’s expiration of June 30, 2020. These proposed changes would alter the contract language radically from its current form and will take substantial time to review and discuss. As such, continuation to contract with Accela for services and support for another year with a supplemental agreement ensures that the level of support and services will not be
interrupted while review of Accela’s new various products and services continue. In addition, another year will ensure a pro-rated amount for continuation of Accela’s products and services.

**Financial Considerations:** There is sufficient funding in the Community Development Department’s Fiscal Year 2019/20 operating budget for continuation of Accela services.

**Local Business Enterprise (LBE):** Not applicable.

**Background:**

- In May 2005, City Council approved professional services contract 2005-0061, which was an upgrade from the Permits Plus system to the Accela Automation system.

- In October 2005, supplemental agreement 2005-0061-1 was approved, which changed the payment plan related to the implementation of the new system.

- In May 2008, in an effort to bring hosting in house, Amendment 2005-0061-2 was approved, which purchased an Accela Enterprise license.

- In December 2008, amendment 2005-0061-3 was approved. This was for annual hosting services for the period from July 1, 2008 to June 30, 2009.

- In June 2009, amendment 2005-0061-4 was approved. This was for annual hosting services for the period from July 1, 2009 to June 30, 2010.

- On May 12, 2010, City Council approved a professional services contract, 2010-0374, for an annual hosting and maintenance services for five years, July 1, 2010 to June 30, 2015.

- On June 9, 2015, City Council approved a professional services contract, 2015-0877 for an annual hosting and maintenance services for five years from July 1, 2015 through June 30, 2020. Two supplemental agreements were completed to Agreement 2015-0877 regarding the Right-of-Way module.
CONTRACT
ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): 2015-0877
Supplement/Addendum #: 3
Assessor’s Parcel Number(s):
Contract Effective Date: 05/20/2020
Contract Expiration Date (if applicable): 06/30/2021
$ Amount (Not to Exceed): $2,355,512.98
Adjusted $ Amount (+/-):
Other Party: Accela, Inc.
Project Title: Supplemental Agreement for Accela Hosting and Maintenance Services
Project #: 
Bid/RFQ/RFP #:
City Council Approval: YES 
if YES, Council File ID#: 2020-00476

Contract Processing Contacts
Department: Community Development
Contract Coordinator: Susanne Tam
Project Manager: Mrdulul Sadanandan
Email: stam@cityofsacramento.org

Department Review and Routing

Construction Mgmt:
(Signature) (Date)
Supervisor: Frances Cheng Apr 27, 2020
(Signature) (Date)
Division Manager:
(Signature) (Date)
Other:
(Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested Other Party Signature Required

------------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE------------------------
SUPPLEMENTAL CONTRACT

Project Title and Job Number: Accela  
Purchase Order #:  
Supplemental Contract No.: 3

Date: 4/24/2020

The City of Sacramento ("City") and Accela, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Contract Number 2015-0877, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract is amended as follows:

   The services and timeline extension shall be as set forth in Attachment 1 to this supplemental agreement, attached hereto and incorporated herein.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor’s fees and expenses, is increased by $439,776.17, and the Contract’s maximum not-to-exceed amount is amended as follows:

   Agreement’s original not-to-exceed amount: $1,864,456.81
   Net change by previous supplemental contracts: $51,280.00
   Not-to-exceed amount prior to this supplemental contract: $1,915,736.81
   Increase by this supplemental contract: $439,776.17
   New not-to-exceed amount including all supplemental contracts: $2,355,512.98

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]
SUPPLEMENTAL CONTRACT

Approval Recommended By:

[Signature]
Project Manager

Approved By:

[Signature]
Contractor

Approved By:

[Signature]
Michael Jasso, Assistant City Manager
City of Sacramento

Approved As To Form By:

[Signature]
Paul A. Gale
City Attorney
# ORDER FORM

## Address Information

**Bill To:**
City of Sacramento  
300 Richards Blvd., 3rd Floor  
Sacramento, California, 95811-0218  
United States

**Ship To:**
City of Sacramento  
300 Richards Blvd., 3rd Floor  
Sacramento, California, 95811  
United States

Billing Contact: Frances Chong  
Billing Phone: 9168085010  
Billing Email Address:

## Services

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<tr>
<th>Services</th>
<th>Start Date</th>
<th>End Date</th>
<th>Term (Mths)</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Total Price</th>
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<tr>
<td>Right of Way Mgt – Utility Coord - Elec &amp; Telco T04 P250-500K Initial</td>
<td>07/01/2020</td>
<td>06/30/2021</td>
<td>12</td>
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**Total** $11,897.88

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<th>Unit Price</th>
<th>Quantity</th>
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**Total** $12,048.98
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<tr>
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**Total of All Services:** $439,776.17

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**Renewal Terms / Information**

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**General Information**

| Governing Agreement(s) | This Order Form is governed by the applicable terms and conditions in the Professional Services Agreement entered into between the City of Sacramento, CA and Accela, Inc. on June 17, 2015. |
### Order Terms

| Order Start Date | Unless otherwise specified in the Special Order Terms:  
|                 | • 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:  
|                 | • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).  
|                 | • 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). |
| 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 Page 2 of this Order Form.  
|                   | • 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

<table>
<thead>
<tr>
<th>Currency</th>
<th>USD</th>
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<tbody>
<tr>
<td>Invoice Date</td>
<td>Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total $ above will be issued on the Order Start Date.</td>
</tr>
<tr>
<td>Payment Due Date</td>
<td>Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <strong>net 30 days</strong>.</td>
</tr>
<tr>
<td>Special Payment Terms</td>
<td>None unless otherwise specified in this section.</td>
</tr>
<tr>
<td>Purchase Order</td>
<td>If Customer requires PO number on invoices, it <strong>must</strong> be provided to the right and Customer <strong>must</strong> provide 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.</td>
</tr>
</tbody>
</table>