

## COB - BOSAIR FORM

09/09/2025 10:10 AM (MST)

TO: COB 09-12-2025

VERS: 1

PGS: 4



Welcome to the [Board of Supervisors Agenda Item Report \(BOSAIR\)](#) Form.

This form is used to submit agenda items for Board of Supervisors consideration, including contracts, awards, grants, amendments, and other official actions.

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: SC PO SC2400001072

**Award Type:** Contract

**Requested Board Meeting Date:** 10/14/2025

**Signature Only:**

NO

**Procurement Director Award / Delegated Award:** • N/A

**Supplier / Customer / Grantor / Subrecipient:** Accela, Inc.

**Project Title / Description:** Migration and Subscription Services of Land & Permit Management System

**Purpose:** Amendment of Award: Supplier Contract No. SC2400001072, Amendment No. 01. This Amendment is for a one-time increase in the amount of \$410,000.00 for a cumulative not-to-exceed contract amount of \$3,437,882.00, adds terms addressing click-through terms, indemnification by County, and non-waiver of liability, adds the Forced Labor of Ethnic Uyghurs language to the contract, pursuant to A.R.S. § 35-394, and adds the Heat Injury and Illness Prevention and Safety Plan language to the contract, pursuant to Pima County Procurement Code 11.40.030. The additional funds will allow the County to renew additional seats as usage of the software has expanded since originally awarded. Administering Department: Information Technology.

**Procurement Method:** Other

**Insert additional Procurement Method info, if applicable:** Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, on 06/09/2020 the Board of Supervisors approved an award of contract for a term of six (6) years in the not-to-exceed contract amount of \$3,027,882.00.

PRCUID: 379169

Attachments: Contract Amendment No. 01 and IT Memo.

**Program Goals/Predicted Outcomes:** A modern web-based enterprise platform that facilitates integration across Pima County Departments and systems to benefit from shared data, process automation, and financial economies.

**Public Benefit and Impact:** Improved customer/citizen experience for permitting process. Through Citizen Access, Constituents will be informed up front of any required variances, approvals, forms, or information in support of their request, along with visibility to submittal

status, they will be able to complete research, easily view important context-pertinent information, and participate in on-line plan review.

Budget Pillar	• Core functions & excellent service
Support of Prosperity Initiative:	N/A
Provide information that explains how this activity supports the selected Prosperity Initiative	N/A
Metrics Available to Measure Performance:	Project Management to oversee the Statement of Work will occur as well as weekly project status meetings and Monthly executive meetings.
Retroactive:	NO

### Amendment / Revised Award Information

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: SC PO SC2400001072

Document Type:	SC
Department Code:	PO
Contract Number:	SC2400001072
Amendment Number:	01
Commencement Date:	10/14/2025
Termination Date:	07/30/2026
Is the Termination Date new?	NO
Classification:	Expense
Adjust Level:	Increase
Prior Contract Number (If Applicable):	MA-PO-20-213
Amount This Amendment:	
	\$410,000.00
Funding Source(s) required:	General Fund
Funding from General Fund?	YES

If Yes Provide Total General Funds:

\$410,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal Funds?

NO

Department: Procurement

Name:  
Troy McMaster

Telephone: 520.724.8728

Division Manager/Procurement Officer Signature: Ana Wilber Digitally signed by Ana Wilber  
Date: 2025.09.09 11:07:17 -07'00' Date: \_\_\_\_\_

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins  
Date: 2025.09.09 11:20:38 -07'00' Date: \_\_\_\_\_

Department Director Signature: Javier Baca Digitally signed by Javier Baca  
DN: cn=Javier Baca, o=Hima County, ou=Information Technology Department, email=javier.baca@hima.gov, c=US  
Date: 2025.09.11 13:52:46 -07'00' Date: \_\_\_\_\_

Deputy County Administrator Signature:  Date: 9-11-2025

County Administrator Signature: \_\_\_\_\_ Date: 9/11/2025

Date: July 30, 2025

To: Bruce Collins  
Director, Procurement

From: Javier Baca  
Director, Information Technology

Re: Accela Supplier Contract SC2400001072 – Request to Add Funds

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Pima County Information Technology Department (ITD) manages a supplier contract with Accela for permitting and plan review software used by multiple departments, including Development Services, Flood Control and Conservation and Lands and Resources. As the popularity of the software has grown with customer departments, we have added more seats. We are now requesting to add an additional \$410,000.00 to the contract to renew existing seats and have funds available should any additional seats need to be added this year.

**Pima County Procurement Department****Administering Department:** Information Technology**Project:** Migration and Subscription Services of Land & Permit Management System**Contractor:** Accela, Inc.

2633 Camino Ramon, #500

San Ramon, CA 94583

**Contract No:** SC2400001072 (formerly MA-PO-20-213)**Contract Amendment No.:** 01

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Original Contract Term	7/31/2020 – 7/30/2026	Original Contract Amount:	\$	3,027,882.00
Prior Termination Date	7/30/2026	Prior Amendments Amount:	\$	0.00
New Termination Date	N/A	This Amendment Amount:	\$	410,000.00
		Revised Total Amount:	\$	3,437,882.00

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**CONTRACT AMENDMENT****1. Parties, Background and Purpose.****1.1. Background.**

On June 9, 2020, County and Contractor entered into the above referenced agreement to provide migrate County from the Accela on-premise software for Land & Permit Management to the Accela cloud-based environment, and to continue support of the software.

**1.2. Purpose.**

County is increasing the Contract Not-to-Exceed Amount to adjust for the increased usage of the system and incorporating additional terms into the Contract.

**2. Maximum Payment Amount.**

The maximum amount County will spend under this Contract is increased by \$410,000.00. County's total payments to Contractor under this Contract, including any sales taxes, will not exceed \$3,437,882.00.

**3. Click-Through Terms and Conditions.****3.1. Click-Through Terms; Acquisition of Software.**

If Contractor uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of County do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation.

**3.2. Click-Through Terms; Usage of System.**

If the process of accepting, installing, activating or otherwise initiating the usage of Contractor's products presents terms and conditions on screen ("click through terms") to the County employee performing the action, the parties acknowledge and agree that these terms are informational only, and Contractor is hereby given notice that the persons performing initiation activities on behalf of County do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions while initiating product usage, any such terms and conditions are deemed void upon presentation.

**4. Indemnification by County.**

County is not permitted to offer indemnification, therefore any such requirement in the Contract is hereby null and void.

**5. NON-WAIVER OF LIABILITY.**

COUNTY AS A PUBLIC ENTITY SUPPORTED BY TAX MONIES, IN EXECUTION OF ITS PUBLIC TRUST, CANNOT AGREE TO WAIVE ANY LAWFUL RIGHT TO RECOVER MONIES LAWFULLY DUE IT ACCORDING TO A FINAL JUDGEMENT FROM A COURT OF COMPETENT JURISDICTION BUT ONLY TO THE EXTENT DUE TO CONTRACTOR'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THEREFORE, ACCORDING TO THE PRECEDING SENTENCE, CONTRACTOR AGREES THAT IT WILL NOT INSIST UPON OR DEMAND ANY SUCH STATEMENT WHERE COUNTY WAIVES ANY LEGAL RIGHT COUNTY HAS TO RECOVER ACTUAL LAWFUL DAMAGES BUT ONLY TO THE EXTENT DUE FOR CONTRACTOR'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN ANY COURT OF LAW UNDER APPLICABLE ARIZONA LAW, EXCEPT TO THE EXTENT PERMITTED BY LAW. ANY LANGUAGE IN THE CONTRACT TO THE CONTRARY IS HEREBY NULL AND VOID.

**6. Heat Injury and Illness Prevention and Safety Plan.**

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

**7. Forced Labor of Ethnic Uyghurs.**

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

***SIGNATURE PAGE TO FOLLOW***

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IN WITNESS WHEREOF, the parties have approved this Amendment and agree to be bound by the terms and conditions of the Contract on the dates written below.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

**Pima County**

\_\_\_\_\_  
Chair, Board of Supervisors

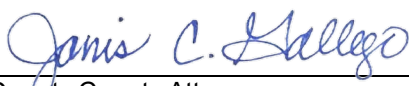
\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

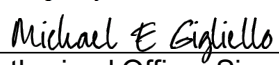
\_\_\_\_\_  
Date

Pima County Attorney's Office – As To Form

  
\_\_\_\_\_  
Deputy County Attorney

September 9, 2025  
Date

**Accela, Inc.**

Signed by:  
  
\_\_\_\_\_  
Authorized Officer Signature

Sep-05-2025  
Date