

**FIRST AMENDMENT
TO MASTER SaaS AGREEMENT NUMBER F002155
WITH ACCELA, INC.**

This First Amendment to Agreement number F002155, dated 7/29/20 ("Agreement") is made as of this _____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and Accela, Inc., a California Corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide a Customer Relationship Management (CRM) tool.
- B. City and Consultant now desire to amend the Agreement for the purpose of extending for an additional 3 years, from 7/15/2022 to 7/14/2025.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Scope of Services

Exhibit A to the Agreement is supplemented by Exhibit A-1 to this Amendment.

2. Compensation

Section 3.1 is amended to increase the compensation payable to Consultant under the Agreement by \$98,814.30 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of [enter maximum amount in written and numeric form, for example – "one-hundred eighty-one thousand, nine-hundred sixty-one dollars and eighty-three cents \$181,961.83. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 350307."

3. Subscription Period and Termination

Section 12.1 is amended to read as follows:

"This Agreement shall become effective on the date set forth on the applicable Order Form (Commencement Date"), 7/15/2019, and shall continue in effect for one year, provided that unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the anniversary of the Commencement Date, this Agreement shall renew for five (5) additional one-year terms, not to exceed a total duration of six (6) years from the Commencement Date."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Accela, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

☐ N/A _____

Attachment: Exhibit A-1 – Renewal Order Form (Scope of Services and Comensation).



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-26433
Valid Through: 06/30/2022
Currency: USD

Renewal Order Form

Address Information

Bill To:

City of Santa Rosa, CA
100 Santa Rosa Avenue
Santa Rosa, California 95404
United States

Ship To:

City of Santa Rosa, CA
100 Santa Rosa Ave, Room 5
, California
United States

Billing Name: Brian Tickner
Billing Phone: 7075434370
Billing Email: btickner@srcity.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela CRM Tier 3 Unit (1 unit=25,000 Population)	Year 1	7/15/2022	7/14/2023	12	\$0.00	3	\$0.00
Accela CRM - Interface - ESRI/ GIS	Year 1	7/15/2022	7/14/2023	12	\$0.00	1	\$0.00
Accela CRM Tier 3 Base - 100K - 250K population	Year 1	7/15/2022	7/14/2023	12	\$20,734.49	1	\$20,734.49
Accela CRM - Single Sign-on	Year 1	7/15/2022	7/14/2023	12	\$3,278.18	1	\$3,278.18
Accela CRM - Interface - CityWorks	Year 1	7/15/2022	7/14/2023	12	\$7,956.75	1	\$7,956.75
TOTAL:							\$31,969.42

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela CRM Tier 3 Unit (1 unit=25,000 Population)	Year 2	7/15/2023	7/14/2024	12	\$0.00	3	\$0.00
Accela CRM - Interface - ESRI/ GIS	Year 2	7/15/2023	7/14/2024	12	\$0.00	1	\$0.00
Accela CRM Tier 3 Base - 100K - 250K population	Year 2	7/15/2023	7/14/2024	12	\$21,356.53	1	\$21,356.53
Accela CRM - Single Sign-on	Year 2	7/15/2023	7/14/2024	12	\$3,376.53	1	\$3,376.53

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela CRM - Interface - CityWorks	Year 2	7/15/2023	7/14/2024	12	\$8,195.45	1	\$8,195.45
TOTAL:							\$32,928.51

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela CRM Tier 3 Unit (1 unit=25,000 Population)	Year 3	7/15/2024	7/14/2025	12	\$0.00	3	\$0.00
Accela CRM - Interface - ESRI/ GIS	Year 3	7/15/2024	7/14/2025	12	\$0.00	1	\$0.00
Accela CRM Tier 3 Base - 100K - 250K population	Year 3	7/15/2024	7/14/2025	12	\$21,997.23	1	\$21,997.23
Accela CRM - Single Sign-on	Year 3	7/15/2024	7/14/2025	12	\$3,477.82	1	\$3,477.82
Accela CRM - Interface - CityWorks	Year 3	7/15/2024	7/14/2025	12	\$8,441.32	1	\$8,441.32
TOTAL:							\$33,916.37

Pricing Summary

Period	Net Total
Year 1	\$ 31,969.42
Year 2	\$ 32,928.51
Year 3	\$ 33,916.37
Total	\$ 98,814.30

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired 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: • 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). 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. • 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 .
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:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: