

**FOURTH AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F000599
WITH ACCELA, INC.**

Exhibit A

This Fourth Amendment to Agreement number F000599, dated July 30, 2013 (“Agreement”) is made as of this _____ day of _____, 2024, by and between the City of Santa Rosa, a municipal corporation (“City”), and Accela, Inc. (“Consultant”).

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide software licenses, maintenance and services.
- B. City and Consultant now desire to amend the Agreement to extend the contract term through June 30, 2025 for Maintenance, and December 31, 2025 for Support.

AMENDMENT

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

1. SCOPE OF SERVICES

Exhibits A through A-4 are supplemented by Exhibit A-5 to this Amendment.

2. TERM, SUSPENSION, TERMINATION

Pursuant to Section 6(a) of the Agreement, the Parties agree to extend the term of the Agreement through December 31, 2025.

3. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$166,899.26 to read as follows:

“The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$1,941,641.07. The Chief Financial Officer is authorized to pay all proper claims from Various Charge Numbers.”

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

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Accela, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

Print Name: _____

Title: _____

ATTEST:

By: _____

City Clerk

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

 N/A

Attachment:

Exhibit A-5 – Renewal Order Form



Exhibit A-5

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-31255
Valid Through: 7/31/2024
Currency: USD

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

Renewal Order Form

Address Information

Bill To:

City of Santa Rosa Planning and Economic Development
100 Santa Rosa Avenue, Room 3
Santa Rosa, California 95404
United States

Ship To:

City of Santa Rosa Planning and Economic Development
100 Santa Rosa Avenue, Room 3
Santa Rosa, California 95404
United States

Billing Name: Brian Tickner
Billing Phone: 7076890005
Billing Email: btickner@srcity.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance & Support (Population 154,212)	Year 1	8/9/2024	6/30/2025	11	\$10,642.73	1	\$9,510.42
Accela Land Management Maintenance & Support	Year 1	8/9/2024	6/30/2025	11	\$823.44	145	\$106,695.95
Accela GIS Maintenance and Support	Year 1	8/9/2024	6/30/2025	11	\$264.00	40	\$9,436.46
Accela Mobile Office Maintenance and Support	Year 1	8/9/2024	6/30/2025	11	\$1,025.96	45	\$41,256.43
TOTAL:							\$166,899.26

Pricing Summary

Period	Net Total
Year 1	\$ 166,899.26
Total	\$ 166,899.26

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. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continues from the Order Start Date through the number of months listed in this Order Form. All Maintenance ends on June 30, 2025. Support continues through December 31, 2025, which may be extended on a limited basis. Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	<ul style="list-style-type: none"> • 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. • No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, Customer purchase orders, will be incorporated into or form any part of this order or the governing agreement, and all such additional or conflicting terms are null and void. • Notwithstanding anything to the contrary, whether in the governing agreement or otherwise: (1) the Services in this Order Form may be renewed by Customer for one final 6-month term, not to extend past December 31, 2025, with limited support at the unit pricing listed above; (2) if Customer migrates to SaaS during this 6-month term, Customer will receive a credit for any prepaid support from the date of provisioning; and (3) if Customer chooses not to migrate to SaaS, Customer will not receive a refund for any prepaid support.

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:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: